

2026

**BHEL PEM  
GEM ATC FOR PEM  
SUPPLY PACKAGES  
REV. 01  
JANUARY 2026**

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## **INTRODUCTION**

This Additional Terms & Conditions (ATC) is an integral part of the Tender Document and does not purport to contain all relevant details for submission of bids. Suppliers must go through the complete Tender Document for details, before submission of their Bids. In case of a contradiction between any of the provision mentioned in this ATC and those mentioned elsewhere in the NIT (GeM Bid), the provisions in the ATC will supersede. This ATC has Three Parts as under:

**Part - A : Enquiry/Project Specific Terms & Conditions**

**Part - B : Standard Terms & Conditions**

**Part - C : Formats/ Annexures**

## **INSTRUCTIONS TO THE SUPPLIERS**

Suppliers are advised to note the following instructions regarding Bid/Offer submission: -

1. This is an E-tender, interested Suppliers may download the Tender Enquiry Document (TED) and submit their bids online at GeM, <https://gem.gov.in/>. Suppliers are required to enroll on <https://gem.gov.in/> portal.
2. Suppliers should strictly follow the date & time schedule mentioned in the enquiry on <https://gem.gov.in/> portal.
3. Suppliers to regularly visit GeM portal to access the tender documents and latest updates about the tender.
4. Buyer will not be responsible for any delay in enrollment/registration by the Supplier for submitting/uploading the offer on tender portal. Hence, Suppliers are advised to register on <https://gem.gov.in/> well in advance.
5. To study all the tender documents carefully. Any submission of tender by the Supplier shall be deemed to have been done after careful study & examination of the tender documents and with full understanding of the implications thereof. Non-compliance with any of the requirements and instructions in the Tender Enquiry shall be treated as an Incomplete Bid/Offer. Suppliers would be liable for actions as per extant policies/guidelines, if they fail to abide by any of the Policies including the terms and conditions stipulated in this document.
6. This Enquiry is a two-part tender. Against Part - I bid, Suppliers must submit only documents required against “Technical Specifications, Pre-Qualification Requirements and ATC”. Suppliers must not divulge price of tendered item in technical bid and quote prices in Part – II Bid (Price Bid) only.
7. Ensure submission of their Bid/Offer on or before the latest due date and time indicated in the tender after taking cognizance of all the tender documents including corrigenda (if any) published against this tender.
8. Bids received on e-tendering portal i.e. <https://gem.gov.in/> will only be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
9. Request for extension in “Bid submission end date” should be avoided; in case extension is inescapable, decision will be taken suitably.
10. Once submitted in e-Procurement, Supplier cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the Supplier for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid.

The Supplier may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening. No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period.

11. Incomplete Bid/Offer shall be rejected by giving a suitable cut-off date.

## **ORDER OF PRECEDENCE**

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

- i. Amendments to Order/ Contract Purchase Order
- ii. Order/ Contract Purchase Order
- iii. Letter of Intent (LOI)/ Letter of Award (LOA)
- iv. Clarifications agreed between Buyer and Supplier in regards to the tender or the bidding conditions
- v. Corrigenda to NIT, with those of later date having precedence over those of earlier date
- vi. Enquiry letter and annexures except documents listed in point no (vii) to (x) below.
- vii. Technical Specifications
- viii. Additional Terms & Conditions (ATC)
- ix. Special Conditions of Contract (SCC)
- x. GeM General Terms & Conditions (GTC)

## **DEFINITION OF TERMS**

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise: -

1 **Owner** shall mean the **Customer** or **Client** for whose project the enquiry is issued by Buyer and shall include its successors and assignees as well as authorized officer(s)/ representative(s).

2 **Sub-Supplier** shall mean the person/ firm/ company/ organization to whom any part of the work has been sub-contracted by Seller/Supplier, with the written consent of Buyer, and shall include sub-Contractor's heirs, executors, administrators, representatives and assignees as agreed between Seller/Supplier and Buyer (BHEL).

*Note - The term Supplier is used for Seller/ Bidder/ Vendor/Manufacturer in this document. The term Sub-Supplier is used for Sub-Contractor/ Sub-Vendor in this document.*

3 **Site** shall mean and include the land and place on which the project station related facilities are to be constructed and any adjacent land which may be allocated or used by *Owner, Buyer or Supplier* in performance of the Order/ Contract.

4 **Inspection Agency (IA)** shall mean person(s) authorized by Buyer / Owner to inspect the stores as per Order/ Contract at Supplier's / Sub-Supplier's works. Suppliers to raise inspection call on BHEL - Quality Surveillance System (<https://cqir.bhel.in>).

5 **Month** shall mean calendar month and **Week** shall mean 7 days.

6 **Services** shall include Engineering, Study, Calibration, Type Test, Supervision of Erection and/or Commissioning, Installation Check, PG Test, Demonstration, Operation & Maintenance (O&M), Annual Maintenance of Contract (AMC), etc.

7 **Performance Guarantee Test** shall mean a test to be conducted by the Supplier at Site and witnessed by Owner/ Buyer, as per procedure submitted by the Supplier and approved by Owner/ Buyer describing the objective of the test, detailed procedures to test the guaranteed parameters, obligations as per the order/ contract, results presentation procedure and verification & acceptance criterion.

## **PART - A (ENQUIRY/ PROJECT SPECIFIC TERMS & CONDITIONS)**

<b><u>GEM BID No.:</u></b>	GEM/2026/B/7439924
<b><u>Name of Project</u></b>	2 X 660 MW NTPC TALCHER TPP STAGE-III 2 X 800 MW NTPC LARA STPS STAGE-II
<b><u>Name of Package</u></b>	THERMAL INSULATION - R-MATTRESSES/P-SECN

<b>1. <u>SCOPE OF SUPPLY/WORK:</u></b>	<p>Supply of THERMAL INSULATION - R-MATTRESSES/P-SECN to 2 X 660 MW NTPC TALCHER TPP STAGE-III &amp; 2 X 800 MW NTPC LARA STPS STAGE-II on F.O.R. Site basis</p> <p><b><u>Specification is as follows:</u></b></p> <p>Design, manufacture, inspection &amp; testing Including Calibration, packing at manufacturer's works and Transportation &amp; delivery to site of THERMAL INSULATION - R-MATTRESSES/P-SECN as per Specification no. PE-TS-497-169-M032 for (a) 2 X 660 MW NTPC TALCHER TPP STAGE-III b) 2 X 800 MW NTPC LARA STPS STAGE-II.</p>
<b>2. <u>PRE-QUALIFICATION REQUIREMENT:</u></b>	<p><b>1.1 <u>TECHNICAL:</u></b></p> <p>Technical PQR: <b>Applicable/ <del>Not Applicable</del></b></p> <p>Technical PQR is attached with technical specification no. PQR no. PE-TS-497-169-M032 <b>Rev-00</b>.</p> <p><b>2.1.1</b> Supplier has to provide the details as per TECHNICAL PQR in its Offer. Supplier to note that bids of only those Supplier(s) shall be evaluated who meet the Pre-Qualifying requirements.</p> <p><b>1.2 <u>FINANCIAL:</u></b></p> <p>Financial PQR: <b>Applicable/ Not Applicable</b></p> <p><b>1.3</b> Above terms of BHEL PQR(s) shall prevail in conflict (if any).</p>
<b>3. <u>NATURE OF PACKAGE (FOR PURCHASE PREFERENCE)</u></b>	- Divisible / <del>Non-Divisible</del>
<b>4. <u>CUSTOMER APPROVAL:</u></b>	<p>a). 2 X 660 MW NTPC TALCHER TPP STAGE-III: <b>Applicable/ <del>Not Applicable</del></b></p> <p>b). 2 X 800 MW NTPC LARA STPS STAGE-II: <b>Applicable/ <del>Not Applicable</del></b></p> <p><b>Supplier to furnish credentials along with their Offer as per NIT.</b></p>
<b>5. <u>PRICE BASIS:</u></b>	<p>Prices shall be <del>FIRM</del> <b>with PVC (as applicable)</b> for the entire scope of work in line with the tender documents and subsequent clarifications/ confirmations till completion of Order/Contract.</p> <p><b>Evaluation will be done for projects wise (group-wise) i.e. on Total cost to BHEL basis (including GST). Purchase Order to be issued project wise separately.</b></p>
<b>6. <u>DELIVERY &amp; VALIDITY OF CONTRACT:</u></b>	<p><b>6.1</b> Delivery and Contract Validity shall be as given below:</p> <p>a) Main Supply* <del>including quantity variation</del>: Delivery completion for Main supply shall be:</p>

- (i) 2 X 660 MW NTPC TALCHER TPP STAGE-III - \*: Delivery completion for Main supply shall be Six (06) months from the date of drawing documents approval or manufacturing clearance whichever is later. Other terms of delivery mentioned at sl. No. 24 of this ATC PART - B.
- (ii) 2 X 800 MW NTPC LARA STPS STAGE-II - \*: Delivery completion for Main supply shall be Six (06) months from the date of drawing documents approval or manufacturing clearance whichever is later. Other terms of delivery mentioned at sl. No. 24 of this ATC PART – B.

**\* NOTE: - Delivery mentioned in Gem Bid (in days) is indicative only, however contractual delivery schedule for LD purpose shall be as per sl.no 6 of ATC (as above).**

<b>Validity of Contract:</b>	730 Days from PO date.
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**6.2** If the delivery as detailed above gets delayed beyond the delivery period, the Supplier 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 for completion of scope, due to backlog attributable to the Supplier, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier.

**6.3** Main Supply ~~including quantity variation, Mandatory Spares/ Services applicable~~ in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by Supplier at PO rates, terms and conditions.

**6.4** Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

**7. BILL TO/ SHIP TO ADDRESS:**

**7.1 BILL to** BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR - PROJECT ENGINEERING MANAGEMENT, BHEL SADAN, PLOT NO.25, SECTOR-16A, NOIDA-201301, U.P., INDIA

(GST Registration No. of BHEL-PEM, Noida is as below-  
GSTIN(Migrated)- 09AAACB4146P2ZC  
State- Uttar Pradesh)

**And**

**SHIP to**

**2 X 660 MW NTPC TALCHER TPP STAGE-III**

**Site Address** - Construction Manager, BHEL site office,  
2x660 MW TALCHER TPP STAGE III  
P.O. - TALCHER,  
DISTRICT – ANGUL, ODISHA - 759101

**2 X 800 MW NTPC LARA STPS STAGE-II**

**Site Address** - Construction Manager, BHEL SITE OFFICE,  
**2 X 800 MW NTPC LARA STPS STAGE-II**  
P/O – PUSSORE, VILLAGE – CHHAPORA, RAIGARH,  
CHHATTISGARH – 496440,  
BHEL PSER - GSTIN: 22AAACB4146P1ZP

**7.2 Place of Supply/ Services rendered shall necessarily be mentioned as Uttar Pradesh-09 in Tax Invoice/e-Invoice.**

8.	<p><b><u>LIQUIDATED DAMAGES:</u></b> Shall be applicable on <u>Undelivered Portion</u></p> <p>Note: Please refer Clause No. 22 of Part-B of ATC for further details.</p>
9.	<p><b><u>INTEGRITY PACT (IP):</u></b> <b>Applicable</b></p> <p>Note: Please refer Clause No. 5 of Part-B of ATC for further details. Format of IP shall be as attached with GeM bid &amp; will supersede Annexure IV.</p>
10.	<p><b><u>ENQUIRY SPECIFIC POINTS:</u></b></p> <p><b>i.</b> Quantity Variation Percentage: <b>Quantity variation shall be NIL for this tender.</b></p> <p><b>ii.</b> EMD: <b>Applicable</b></p> <p style="padding-left: 40px;"><b>EMD amount shall be Rs. 6,00,000/- (Six Lacs only).*</b></p> <p style="padding-left: 40px;">* for each group separately.</p> <p style="padding-left: 40px;">EMD Exemption: Yes - As per GeM GTC (GeM 4.0, version 1.23) clause no. 4-xiii (m)</p> <p style="padding-left: 40px;">Please refer Clause No. 1 of Part-B of ATC for further details</p> <p><b>iii.</b> Initial Performance Security Validity: Delivery Period + Guarantee/Warranty Period+60 Days</p> <p><b>iv.</b> Splitting Criterion: Not Applicable</p> <p><b>v.</b> CIF (if applicable): Not Applicable</p> <p><b>vi.</b> Bidder to fill all applicable details in the Annexure - A of Part - C and made the same as part of Offer.</p> <p><b>vii. <u>Hold on Supply of Materials/ Conversion of Ordered Quantity into Lots:</u></b></p> <p style="padding-left: 40px;">a) In case the ordered quantity (which is not envisaged to be supplied in staggered manner) is cleared by the Buyer in staggered manner in Lots then in such case the delivery period of such subsequent Lot/s (apart from Initial Lot) shall be “same as original Delivery days from the date of clearance of the Lot minus specified primary engineering documents approval time (as specified in NIT) from date of PO”.</p> <p style="padding-left: 40px;">b) For cases, where Hold is put on Supply of Materials (for the specified quantity) for period more than 30 days by the Buyer for whatever reasons during execution of Contract, Materials put on Hold shall be considered as a separate Lot.</p> <p style="padding-left: 40px;">c) Sl. no. vii (a) &amp; (b) above, shall be applicable within the validity period of the Contract. Such quantity (put on Hold) shall be treated as a separate Lot only after issuance of Amendment to Contract/ Delivery extension by Buyer for contractual purpose.</p> <p style="padding-left: 40px;">Above clauses shall supersede the provisions of cl. no. 24(v) of Part-B of ATC, where above clause/s is being exercised.</p> <p><b>viii.</b> <b>Supplier to quote uniform Unit Ex-works Price for same item (technically) for all the applicable projects. In case of any discrepancy in quoted prices, lowest Unit Ex-works Price shall be considered for Ordering.”</b></p> <p><b>ix.</b> <b>Only Class-I / Class-II Local suppliers are eligible to bid for subject GeM tender / bid. Minimum Local Content required for qualifying a bidder as "Class-I / Class-II Local Supplier" is 50% &amp; 20% respectively. Margin of purchase preference is 20%.</b></p>

<b>11.</b>	<b>CONTACT PERSON DETAILS DURING TENDER &amp; PRE-AWARD STAGE:</b>	
	<b>1. (DE1/DA1)</b>	<b>2. DE2/DA2</b>
	Name: RAJEEV RANJAN Deptt: PG-II Address: 3 <sup>rd</sup> Floor, BHEL Sadan, Plot no. 25, Sec-16A, Noida - 201301  Phone: 0120- 2218526, 9968879839 Email IDs: ranjanrajeev@bhel.in	Name: SUMANT KUMAR Deptt: PG-II Address: 3 <sup>rd</sup> Floor, BHEL Sadan, Plot no. 25, Sec-16A, Noida - 201301  Phone: 0120-2218528, 9456257401 Email IDs: sumantkumar@bhel.in
<b>12.</b>	<b>CONTACT PERSON DETAILS DURING POST-AWARD/CONTRACT STAGE:</b>	
	<b>1. (DE1/DA1) – for Talcher Project</b>	<b>2. DE1/DA1 – for Lara Project</b>
	Name: Ms. Saumya Pandey Deptt: PG-I Address: 3 <sup>rd</sup> Floor, BHEL Sadan, Plot no. 25, Sec-16A, Noida - 201301  Phone: (Landline/ Mobile): 7587571128 Email IDs: <a href="mailto:SAUMYAPANDEY@BHEL.IN">SAUMYAPANDEY@BHEL.IN</a>	Name: Mr.Ajay Kumar Deptt: PG-I Address: 3 <sup>rd</sup> Floor, BHEL Sadan, Plot no. 25, Sec-16A, Noida - 201301  Phone: (Landline/ Mobile): 9899891358 Email IDs: <a href="mailto:AJAYKAUSHIK@BHEL.IN">AJAYKAUSHIK@BHEL.IN</a>

## **PART-B (STANDARD TERMS & CONDITIONS)**

<b>1</b>	<b>BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)</b>
<b>1.1</b>	<p><b>Modes of Deposit:</b> EMD shall be accepted only in the following forms:</p> <ul style="list-style-type: none"><li>(i) Electronic Fund Transfer credited in BHEL account (before tender opening): BHEL-PEM account details is given at sl. no. 2 below</li><li>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of "Bharat Heavy Electricals Limited" and payable at Delhi/NCR</li><li>(iii) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Supplier, a/c BHEL marking lien in favour of BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for a period of 45 (forty-five) days beyond the final Bid Validity period.</li><li>(iv) Bank Guarantee from any of the Scheduled Banks as per <b>Annexure - 9 of Part-C of ATC</b>. In such cases shall be valid for a period of 45 (forty-five) days beyond the final Bid Validity period</li><li>(v) Insurance Surety Bonds as per <b>Annexure - 13 of Part-C of ATC</b>.</li></ul> <p>In case the EMD is more than Rs. Two lakh and submitted by Foreign Suppliers, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount) issued/ confirmed from any of the scheduled commercial bank in India in the prescribed format. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at pt. no. 1.1(i)) shall have to be submitted to the Buyer within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.</p>
<b>1.2</b>	<p>The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid/offer validity period. The EMD shall also be extended in case of extension of bid/offer validity.</p>
<b>1.3</b>	<p><b>Forfeiture and Release/Return of EMD:</b></p> <ul style="list-style-type: none"><li>i) A Supplier's EMD will be forfeited if the Supplier withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful Supplier fails to furnish the required performance security within the specified period mentioned in the Tender.</li><li>ii) EMD by the Buyer shall be withheld in case any action on the Supplier is envisaged under the provisions of extant "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" of BHEL and forfeited/ released based on the action as determined under these guidelines placed at <a href="https://www.bhel.com/supplier-registration">https://www.bhel.com/supplier-registration</a>.</li><li>iii) Bid securities of the unsuccessful Suppliers shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30<sup>th</sup> day after the award of the</li></ul>

	<p>Contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful Suppliers during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.</p> <p>iv) Bid security shall be refunded to the successful Supplier on conclusion of the Order/ receipt of a performance security (if applicable).</p>
<b>1.4</b>	EMD shall not carry any interest.
<b>2</b>	<b>BANK DETAILS FOR EMD &amp; PERFORMANCE SECURITY SUBMISSION</b>
	<p><b>2.1</b> For Electronic Fund Transfer the details are as below:</p> <p>Name of the Beneficiary: BHARAT HEAVY ELECTRICALS LIMITED</p> <p>Bank Particulars:  Name of the Company - BHARAT HEAVY ELECTRICALS LTD.  Address of the company - BHEL HOUSE, SIRI FORT, NEW DELHI-110003  Name of the bank - STATE BANK OF INDIA  Bank branch - CAG-II NEW DELHI (17313)  City - NEW DELHI  Branch code - 17313  Account Number - 39922687394  Account Type - CASH CREDIT  IFSC code - SBIN0017313  MICR code - 110002562</p> <p><b>2.2</b> List of Consortium Banks of BHEL is placed at following link:  <a href="https://pem.bhel.com/Bhel_vendor_section.aspx">https://pem.bhel.com/Bhel_vendor_section.aspx</a></p>
<b>3</b>	<b>PART-II (PRICE) BID OPENING IS SUBJECT TO FOLLOWING CONDITIONS</b>
	<p>i) Qualification of Technical and/or Financial PQR as applicable.  ii) Techno-commercial compliance to the NIT (GeM Bid).  iii) Mandatory conformance to applicable Govt. of India rules/ guidelines/ notifications/ circulars as issued or amended time to time.  iv) Approval of Supplier by Owner (if applicable).</p>
<b>4</b>	<b>REGISTRATION IN BHEL-PEM</b>
	<p>It is strongly recommended that suppliers get themselves registered in BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at <a href="https://supplier.bhel.in/">https://supplier.bhel.in/</a> All credentials and/or documents duly signed and stamped related to registration can be uploaded &amp; submitted online through the website.</p>

5

**INTEGRITY PACT (IP)**

a) IP is a tool to ensure that activities and transactions between the Company and its Suppliers/ Supplier are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri R. Mukundan, IRPS (retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Madan Lal Meena, IAS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

b) The IP (format enclosed as Annexure- 4 of Part-C of ATC) to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those Suppliers who have entered into such an IP with Buyer would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are given at **sl. no. 11 of Part-A of ATC.***

6

**PQR DOCUMENTS VERIFICATION**

Suppliers to ensure that Third party / Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority in the format given below. Suppliers to furnish latest verification details for checking veracity of document(s) by the Buyer. In case the same is found not available, Buyer has right to reject such document(s) from evaluation: -

Sl. No.	Project Name	Customer Name, Contact Address, Phone No. & Email ID	Contract/ Order No.	Value of Contract/ Order	Brief of Work	Completion Date

7	<b>CONFLICT OF INTEREST</b>
	All Suppliers are required to submit the declaration regarding Conflict of Interest as per <b>Annexure - 11 of Part-C of ATC</b> , duly signed & stamped by the authorized signatory of the Supplier.
8	<b>LIMIT FOR SUPERVISION OF E&amp;C CHARGES</b>
	Supervision of E&C charges, if applicable, should not exceed 2% of the Total Contract Value (including Main Supply, E&C, Mandatory Spares, etc.) failing which the quoted amount shall be adjusted (2% of the Total Contract Value) by the Buyer at the time of ordering. Any adjustment in above shall form part of BHEL PO, and the same will supersede GeM PO. Payment shall be made as per the adjusted amount as per BHEL PO.
9	<b>TAXES &amp; DUTIES</b>
	<p><b>9.1</b> The Supplier 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 &amp; services consumed and output goods &amp; services delivered in course of his operations in executing the contract. In case Buyer is forced to pay any of such taxes/duties/penalty and interest thereof if any, Buyer shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable Overheads @5% and interest (Repo Rate on the date of Despatch/rendering of Services+4%), for the period of recovery from Supplier on the total value (i. e. amount paid by Buyer +Overhead).</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS shall be as per Income Tax Act.</p> <p><b>9.2</b> Reimbursement of GST is subject to compliance of following terms and conditions. Buyer shall have the right to deny payment of GST and to recover any loss to Buyer on account of tax, interest, penalty etc. for non-compliance of any of the following condition:</p> <p><b>9.2.1</b> Supplier 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.</p> <p><b>9.2.2</b> Supplier has to submit GST compliant invoice within the due date of invoice as per GST Act. In case of delay, Buyer reserves the right of denial of GST payment if there occurs any hardship to Buyer in claiming the input thereof. In case of goods, Supplier has to provide scan copy of Invoice including Debit Note/ Credit Note (as applicable) &amp; GR/LR/RR to Buyer before movement of goods starts to enable Buyer to meet its GST related compliances. Special care should be taken in case of month end transactions.</p> <p><b>9.2.3</b> Supplier has to ensure that invoice in respect of Services which have been provided/completed should be raised as per GST Act.</p> <p><b>9.2.4</b> Any financial loss arises to Buyer 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 Buyer, shall be deducted from Supplier's bill or otherwise as deemed fit.</p>

	<p><b>9.2.5</b> TDS as applicable under GST law shall be deducted from Supplier's bill.</p> <p><b>9.2.6</b> Supplier 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 Supplier.</p> <p><b>9.2.7</b> Supplier shall be solely responsible for discharging his GST liability according to the provisions of GST Law and Buyer will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.</p> <p><b>9.2.8</b> In case declaration of any invoice is delayed by the Supplier in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on Buyer, the financial impact thereof including interest/penalty shall be recovered from the Supplier's due payment.</p> <p><b>9.2.9</b> Any denial of input credit to Buyer or arising of any tax liability on Buyer due to non-compliance of GST Law by the Supplier in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier.</p> <p><b>9.2.10</b> 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 Supplier or with respect to any other matter having impact on Buyer, Buyer's decision shall be final and binding on the Supplier.</p> <p><b>9.2.11</b> In general, GST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract. However, Buyer will reimburse the actual applicable tax even if the same is higher than the amount quoted by the Supplier and considered in the order/contract in case Buyer is able to take the input tax credit. The decision of Buyer in this regard will be final and binding on the seller/Supplier.</p>
<b>10</b>	<b>DETAILED PRICE BREAK-UP</b>
	<p>Suppliers to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. Detailed Price Break-up shall be submitted by Supplier within Three (03) working days of Reverse Auction.</p> <p>If Price Break-up is not furnished within 03 working days, Buyer shall proceed ahead with its Price Breakup, which shall be binding on the Supplier.</p>
<b>11</b>	<b>MICRO AND SMALL ENTERPRISES (MSE)/ MII</b>
<b>11.1</b>	The Supplier needs to submit/ update MSE/ MII credentials on GeM portal during profile updation/ offer submission stage. The MSE data submitted is cross verified by the GeM with Govt. of India UDYAM/NSIC database through API integration on real time basis and for MII, a self-declaration is being given and is authenticated by Aadhar OTP. If the seller fails to claim MSE/ MII provisions on GeM portal at profile updation/ bid submission stage, the said Supplier will become ineligible for getting the MSE/ MII benefits for that bid automatically. The Supplier can always contact the GeM Helpdesk directly, in case of any issues.
<b>11.2</b>	MSE Supplier must submit valid UDYAM certificate and declaration stating MSE status of the firm, on its company's letterhead. <b>Proforma is attached as Annexure - 12 of Part-C of ATC.</b>

<b>12</b>	<b>PREFERENCE TO MAKE IN INDIA</b>
<b>12.1</b>	For this procurement, the local content to categorize a Supplier 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, 19.07.2024 and subsequent orders (if any) issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the GeM Bid, the same shall be applicable even if issued after issue of this GeM Bid, but before opening of Part-II (Price) bids against this GeM Bid.
<b>12.2</b>	The Supplier has to provide undertaking for their compliance to this Clause, <b>in the format provided as Annexure - 7 of Part-C of ATC.</b>
<b>12.3</b>	In case, the tender value is more than INR 10 Crores, the Suppliers shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
<b>12.4</b>	Non-submission of the undertaking by the Supplier may render the Bid/Offer ineligible for further consideration.
<b>13</b>	<b>COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017</b>
<b>13.1</b>	<p>I. Any Supplier from a country which shares a land border with India will be eligible to bid in this tender only if the Supplier 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).</p> <p>II. “Supplier” (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 Suppliers stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. “Supplier from a country which shares a land border with India” for the purpose of this Clause means:-</p> <ol style="list-style-type: none"> <li>An entity incorporated established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> <li>An Indian (or other) agent of such an entity; or</li> <li>A natural person who is a citizen of such a country; or</li> <li>A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ol> <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p>

	<p>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.</p> <p>Explanation</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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;</p> <p>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.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>
<b>13.2</b>	The Supplier has to provide undertaking for their compliance to this Clause, in the format provided <b>in Annexure - 8 of Part-C of ATC.</b>
<b>13.3</b>	Registration of the Supplier with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the Bids/Offer.
<b>14</b>	<b>NON-DISCLOSURE CERTIFICATE</b>
	The Suppliers shall enter into the Non-Disclosure Certificate separately <b>as per Annexure- 3 of Part-C of ATC.</b>
<b>15</b>	<b>TERMS OF DELIVERY AND INSURANCE</b>
	<p><b>15.1</b> Terms of delivery shall be F.O.R. Site basis. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. E-way Bill will be arranged by the Supplier as per GST law.</p> <p><b>15.2</b> Unloading of items at delivery point shall be in the scope of Buyer.</p> <p><b>15.3</b> Transit Insurance shall be in the Supplier’s account.</p>

16	<b>INSPECTION</b>
	<p><b>16.1</b> Buyer and/or Buyer’s nominated Inspection Agency shall have at all reasonable times access to Supplier’s premises or works and shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the plant/ equipment/ stores during their manufacture, and if part of the plant/ equipment/ stores is manufactured at other premises, the Supplier shall arrange for inspection, examination and testing by the Inspection Agency as if the plant/ equipment/ stores is manufactured on the Supplier’s premises. Procedure for approval of works shall be as per the procedure given on <a href="https://cqir.bhel.in/Cqir/jsp/Masters/Help_File_for_suppliers.pdf">https://cqir.bhel.in/Cqir/jsp/Masters/Help_File_for_suppliers.pdf</a></p> <p>Inspection calls should be raised by the Supplier on BHEL - Quality Surveillance System (<a href="https://cqir.bhel.in">https://cqir.bhel.in</a>).</p> <p>Such inspection, examination and testing by itself shall not relieve the Supplier from any obligation under the Order/ Contract.</p> <p><b>16.2</b> Supplier shall give Inspection Agency reasonable notice of 15 days of any material being ready for testing and the Inspection Agency shall (unless the inspection of tests is voluntarily waived) attend at the Supplier’s premises within seven (7) days of the date on which the material is notified as being ready. Tests are to be performed as per Buyer approved QAP (if applicable).</p> <p><b>16.3</b> In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the proposed date of inspection as notified by the Supplier through e-mail/call raised on BHEL - Quality Surveillance System (<a href="https://cqir.bhel.in">https://cqir.bhel.in</a>) by the Buyer arising due to reasons not attributable to Supplier, Buyer will extend the delivery period for such delay in witnessing inspection. If the Buyer is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, 7 days’ additional time shall also be given to the Supplier to facilitate for arranging fresh inspection.</p> <p><b>16.4</b> Where the Order/ Contract provides for tests/ inspections at the premises or works of the Supplier or any Sub-Contractor, the Supplier, except specified otherwise, shall provide free of charge such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.</p>
17	<b>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)</b>
	<p><b>17.1</b> When the tests have been satisfactorily completed at Supplier’s works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Buyer.</p>

	<p><b>17.2</b> Buyer will issue MDCC to the Supplier within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of receipt of Inspection Report/Test certificates), by the Buyer due to reasons not attributable to the Supplier, Buyer shall extend the delivery period for such delay in issuing MDCC. If the Buyer is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall also be given to the Supplier to facilitate for arranging logistics arrangements.</p> <p><b>17.3</b> No material shall be dispatched by the Supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by the Buyer. In case any material is dispatched without MDCC and any loss is incurred by Supplier for any reason whatsoever, Buyer shall not be responsible in any manner to compensate the supplier in this regard.</p>
<b>18</b>	<b>PACKING LIST</b>
	<p>Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.</p> <p>Suppliers to submit Packing List along with advance set of documents for claiming payment which must indicate:</p> <ol style="list-style-type: none"> <li>i. No. of boxes</li> <li>ii. Packing size.</li> <li>iii. Gross weight and net weight of each package.</li> <li>iv. Contents of the package with cross reference to BoM item code no. or item serial no.</li> <li>v. Quantity of each item separately.</li> </ol> <p>The Packing list must cover all the BoM items and supplier to give the following undertaking in the Packing List: "The Packing List provided herewith is as per the BoM approved under Contract No.-.....dated- ....."</p>
<b>19</b>	<b>DOCUMENTS FOR DISPATCH</b>
	<p>Supplier to submit copy of following documents by <b>e-mail immediately on dispatch</b>:</p> <ol style="list-style-type: none"> <li>i) Tax Invoice/ e-Invoice including Credit Note/ Debit Note (as applicable),</li> <li>ii) LR,</li> <li>iii) Packing List,</li> <li>iv) Insurance Intimation,</li> <li>v) E-way bill (as applicable)</li> <li>vi) BHEL MDCC</li> </ol>
<b>20</b>	<b>PAYMENT TERMS</b>
	<p><b>20.1 Payment of Main Supply including Mandatory Spares (if any):</b> 100% Payment shall be released on pro-rata basis against Consignee Receipt-cum-Acceptance Certificate (CRAC)/ MRC (Material Receipt Certificate) on submission of bills.</p>

**20.2 Payment of Service(s) Charges:** 100% payment shall be released after successful completion of the activity on pro-rata basis against CRAC/ Certification by Buyer's Site or Engineering (as applicable) on submission of bills.

**20.3 If CRAC/MRC is not received within 30 days of receipt of material at site (for reasons not attributable to the Supplier) then Payment of Main Supply including Mandatory Spares (if any) will be released as under:**

Payment of basic price of supplied materials (as per PO/ approved billing schedule) along with freight and taxes and duties (as applicable), shall be paid against receipt of material (received LR) at site on pro-rata basis. 10% of basic price of materials supplied will be retained as Security Deposit which will be released on pro-rata basis as below:

On receipt of Consignee Receipt-cum-Acceptance Certificate (CRAC)/ MRC (Material Receipt Certificate) from project site engineer of Buyer/ Owner.

**Note:**

1. If Engineering Charges is identified as separate line item in NIT BOQ, same shall not be more than 5% of the Total Contract Value (including Main Supply, E&C, Mandatory Spares, etc.), failing which the break-up of prices shall be adjusted accordingly by the Buyer at the time of ordering. Any adjustment in above shall form part of BHEL PO, and the same will supersede GeM PO. Payment shall be made as per the adjusted amount as per BHEL PO.

**20.4 Documents for Payment:**

**a) For Supply including Mandatory Spares (if any):**

- i) Original Tax Invoice/ e-Invoice including Credit Note/ Debit Note (as applicable),
- ii) Packing List,
- iii) LR/Receipted LR,
- iv) CRAC/MRC (issued by project site engineer of Buyer/Owner),
- v) Guarantee Certificate,
- vi) E-way bill (as applicable),
- vii) Valid Insurance document and Intimation,
- viii) Proof for submission of Performance Security (if applicable),
- ix) BHEL MDCC,
- x) PVC Calculation along with all applicable indices (if applicable, and PVC indices are available at the time of despatch)

**b) For Services:**

- i) Original Tax Invoice/e-Invoice (as applicable) &
- ii) CRAC/certification by Buyer's Site or Engineering (as applicable)

**20.5 All Suppliers are informed that the facility for online invoice registration and document uploading has been enabled in the BHEL SUVIDHA Portal (<https://suvidha.Buyer.in/suvidha/>). It is mandatory for all Suppliers to register their invoices to be exclusively through the system along with the requisite documents as above.**

**20.6 Provision of payment outside GeM shall be utilized.**

**20.7 Payments to the Supplier's shall be released only after:**

- a) Supplier has declared such invoice in GSTR-1 as per the relevant GST Act.
- b) The tax component charged by the Supplier in the invoice matches with the details uploaded by the Supplier in GSTR-1 and GST liability is discharged through GSTR 3B.

In case, any GST credit is delayed/denied to the Buyer due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant GST Act for availing such ITC, or any other reasons not attributable to the Buyer, tax amount shall be recovered from the Supplier along with interest levied/ leviable on the Buyer.

**20.8 TReDS platform is an initiative instituted by Govt. of India for MSMEs. Presently Three agencies namely (a) Invoicemart (M/s A. TREDIS Ltd.), (b) M1xchange (M/s Mynd Solutions Pvt. Ltd.) and (c) M/s RXIL are registered with BHEL-PEM. BHEL-PEM strongly advise all the MSME suppliers to get themselves registered on these TReDS platform/s for faster payments.**

**20.9 Release of Payment:**

Payment will be released after submission of complete documents (as per clause no. 20.4 above) as under:

Type of Supplier	Payment Terms {within Number of Days (refer Note v below)}
Micro & Small Enterprises (MSEs)	45
Medium Enterprises	60
Non MSME	90

**Notes:**

- i. Suppliers are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices are not available, Suppliers to submit PVC invoices on availability of applicable indices.
- ii. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of release of MRC payment as per clause no. 20.3 above.
- iii. MRC Payment will be released within 30 days from date of Invoice/MRC, whichever is later.
- iv. Withheld payment, if any shall be released within 30 days of from date of submission of commercial/supplementary Invoice after mutual agreement between Buyer & Supplier.

	<p>v. a) The date of Acceptance or Deemed Acceptance of Delivery of Goods or Rendering of Services, b) The date on which objection/ discrepancy, if any, is removed by the Supplier.</p> <p><b>20.10</b> Notwithstanding anything to the contrary contained in any other document comprising the contract, no interest shall be payable by the Buyer to the Supplier on any money or balances including but not limited to the security amount, Performance Security amount, bank guarantee amount, EMD, retention money, any bills or any amount withheld which may become due owing to difference or misunderstanding or any dispute between the Buyer and the Supplier, or any delay on the part of Buyer in making periodical or final payment or any other aspects incidental thereto.</p>
<b>21</b>	<b>PERFORMANCE SECURITY</b>
<b>21.1</b>	<p>Supplier may opt any of the following for submission of Performance Security: -</p> <p><b>21.1.1:</b> Initially 10% of the contract value (Total Order value excluding PVC). 5% of the contract value (excluding PVC) will be released after completion of Main Supply based on certification by BHEL. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including Guarantee/Warranty obligations based on certification by BHEL.</p> <p style="text-align: center;"><b>Or</b></p> <p><b>21.1.2:</b> 5% of the contract value (total Order value excluding PVC). Additional 5% of the contract value (excluding PVC) will be deducted &amp; retained from first bill &amp; subsequent bill(s) of the same contract (in case the value of first bill is less than 5% of the contract value). The retention amount will be released after completion of Main Supply based on certification by BHEL. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including Guarantee/Warranty obligations based on certification by BHEL</p> <p><b>This percentage supersedes the GeM enquiry SD/Performance Security percentage.</b></p>
<b>21.2</b>	<p><b>Modes of Deposit:</b> Supplier has to furnish Performance Security in the following forms:</p> <ul style="list-style-type: none"> <li>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of “Bharat Heavy Electricals Limited’ and payable at Delhi/NCR BHEL.</li> <li>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee shall be as per <b>Annexure - 10 of Part-C of ATC</b>.</li> <li>(iii) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Supplier, a/c BHEL marking lien in favour of BHEL).</li> <li>(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</li> </ul>

	<p>(v) Insurance Surety Bonds as per <b>Annexure - 14 of Part-C of ATC</b>.</p> <p>Buyer will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p>In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758)-an international convention regulating international securities.</p>
<b>21.3</b>	The Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. Initial validity of Performance Security shall be as per GeM Bid. However, Performance Security validity is to be extended based on the actual delivery/ complete scope of the package.
<b>21.4</b>	The Performance Security value can be proportionately reduced after completion of Guarantee Period Unit-wise/ Stage-wise/ Set-wise/ Lot-wise/ Scope wise (Main Supply/ Mandatory Spares/ Services excluding PG test) subject to separate delivery term is explicitly specified for Units/Sets/Stages/Lots/Scope (Main Supply/ Mandatory Spares in the contract. However, Performance Security for the last Unit/Set/Stage/Lot will be released only after completion of all contractual liability or guarantee period, whichever is later.
<b>21.5</b>	<p><b><u>Forfeiture and Release/Return of Performance Security:</u></b></p> <p>i) The Performance Security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier.</p> <p>ii) The Performance Security shall be refunded to the Supplier without interest, after he duly performs and completes the contract in all respects but not later than 60 (Sixty) days of completion of all such obligations including guarantee/warranty under the contract.</p> <p>iii) If Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package (if applicable), as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the Supplier then Performance Security for total contract shall be released on submission of undertaking by the Supplier that Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package shall be conducted as and when required by the Buyer.</p>
<b>21.6</b>	The Performance Security shall not carry any interest.
<b>21.7</b>	There is no exemption of Performance Security deposit submission for MSE Suppliers.
<b>21.8</b>	Value of the Performance Security Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in order/ contract value up to 25%. Beyond this, the Supplier shall arrange to enhance or reduce the value of the Performance Security Bank Guarantee accordingly.

21.9	In case of subsequent variation in Order/ Contract value with separate delivery defined, Performance Security for additional Contract Value shall be submitted by Supplier with validity to cover contractual obligation for enhanced portion of the contract.
22	<b>LIQUIDATED DAMAGES (LD):</b>
	<p>Timely dispatch/delivery and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Supplier fails to complete the dispatch/delivery and other schedules within the time period stipulated in Order/Contract, or within any extension of time granted by the Buyer, it shall be lawful for Buyer to recover damages for Breach of Order/Contract and hereunder.</p> <p><b>22.1</b> Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the <b>Undelivered Portion of /Total (as mentioned at Clause No. 8 of Part-A of ATC)</b> Main Supply Contract value excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total of Main Supply Contract price excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.</p> <p><b>22.2</b> LD on Service portion where delivery for services are defined separately in the Order/Contract. LD shall be applicable @ ½ percent, of the <b>Undelivered Portion of /Total (as mentioned at Clause No. 8 of Part-A of ATC)</b> Service Contract value excluding GST per week or part thereof. However, total LD (Main Supply and Services) shall be limiting to 10% of cumulative Total Contract Value (Main Supply +Services) excluding GST.</p> <p><b>22.3</b> LD on Mandatory Spares portion where delivery for Mandatory Spares is defined separately in the Order/Contract. LD shall be applicable @ ½ percent, of the <b>Undelivered Portion of /Total (as mentioned at Clause No. 8 of Part-A of ATC)</b> Mandatory Spares Contract value excluding GST per week or part thereof, limiting to 10% of Total contract value of Mandatory Spares excluding GST.</p> <p><b>22.4</b> In case of any amendment/ revision, LD shall be linked to the amended/ revised Contract value and Delivery date(s).</p> <p><b>22.5</b> LR/RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose. Deduction of LD from the Supplier's bills shall be done on proportionate basis.</p> <p><b>22.6</b> In no case liquidated damages shall be levied till contractual delivery period.</p> <p><b>22.7</b> If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on <b>Undelivered Portion of /Total (as mentioned at Clause No. 8 of Part-A of ATC)</b> order/ contract value excluding GST of the delayed Unit/ Set/ Stage/ Lot, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Stage/ Lot wise and total LD amount shall be limited to 10% of total Order/ amended Order value excluding GST of delayed Unit/ Set/ Stage/ Lot.</p>

	<p><b>22.8</b> The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be incurred by the Buyer directly or indirectly on account of delay in delivery of material/equipment/services on the part of the Supplier and the said amount will be deductible without proof of actual loss or damage caused by such delay.</p> <p><b>22.9</b> The Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.</p> <p><b>22.10 Supplier to note following in case LD is applicable on Undelivered Portion of the Order/ Contract Value:</b></p> <p>“Supplier to essentially quote prices against each line item of the BOQ in the respective columns. 'NIL', 'Free of Cost', 'Zero' etc. shall not be mentioned for any line item of the BOQ. In such case, Liquidated Damages shall be levied on the Total order/ contract value instead of undelivered portion of the Order/ contract. Also, if price of any line item (X) is mentioned 'Included' in any other line item (Y), then in case of delay in delivery of item (X), LD shall be applicable on value of item (Y).”</p>
<b>23</b>	<b>GUARANTEE TERMS</b>
	<p><b>23.1</b> Guarantee Period (Unit-wise, Stage-wise, Set-wise, System-wise, Lot-wise - as applicable) for Supply package shall be Eighteen (18) months from the date of last dispatch.</p> <p><b>23.2</b> All Shortages/damages in sound cases shall be replenished free of cost by the Supplier, as early as possible however, not exceeding more than 45 days from the time of reporting the shortage/damage.</p> <p><b>23.3</b> For shortages/damages during transit, Supplier shall supply replacements free of cost as early as possible, within 45 days from the time of reporting the defect/ loss/ rejection etc. by the Buyer/ Owner/ Site.</p> <p><b>23.4</b> For shortages/damages during handling at site, Supplier shall supply replacements, as early as possible, at the old contractual rates upon intimation to Supplier within 45 days from the time of reporting the defect/ loss/ rejection etc.</p> <p><b>23.5</b> All replacements and repairs during the guarantee period shall be delivered and completed promptly and satisfactorily within a period of 45 days from the time of reporting the defect/ loss/ rejection etc. Damaged items/parts can be taken back by Supplier on his own cost with the permission of Owner.</p> <p><b>23.6</b> All the replaced and replenished plant/ equipment/ stores shall also be guaranteed as per PO terms.</p>
<b>24</b>	<b>DELIVERY EXTENSION: EXTENSION OF CONTRACTUAL DELIVERY TIME</b>
	<p>Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the Supplier and review/approval of the same by the Buyer/Owner), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the Supplier to ensure timely completion of engineering and supply.</p>

	<p>During the execution of the contract, time loss occurred owing to the reason attributable to the Buyer besides force majeure shall be considered for delivery time extension to the Supplier as given below:</p> <ul style="list-style-type: none"> <li>i) Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.</li> <li>ii) Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the Supplier (i.e. resubmission owing to end customer comments) as certified by Buyer. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re- submission time loss shall be in the Supplier's account.</li> <li>iii) Delay in providing engineering input by Buyer.</li> <li>iv) Delay in deputing inspector for inspection and delay in release of MDCC in line with clause no. 16 &amp; 17 above.</li> <li>v) Any hold put by Buyer for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional 15 days for the purposes of mobilization and demobilization of resources shall also be admissible.</li> </ul> <p>Supplier to note that Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. Supplier to provide dates of drg./doc. submission &amp; re-submission (if any) within 7 days of Cat-I approval. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Order/ Contract.</p>
<b>25</b>	<b>BREACH OF CONTRACT, REMEDIES AND TERMINATION</b>
<b>25.1</b>	<p>The following shall amount to Breach of Contract:</p> <ul style="list-style-type: none"> <li><b>I.</b> Non-supply of material/ non-completion of work by the Supplier within scheduled delivery/ completion period as per contract or as extended from time to time.</li> <li><b>II.</b> The Supplier 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><b>III.</b> The Supplier delivers equipment/ material not of the contracted quality.</li> <li><b>IV.</b> The Supplier fails to replace the defective equipment/ material/ component as per guarantee clause.</li> <li><b>V.</b> Withdrawal from or abandonment of the work by the Supplier before completion as per contract.</li> <li><b>VI.</b> Assignment, transfer, subletting of Contract by the Supplier without Buyer's written permission resulting in termination of Contract or part thereof by Buyer.</li> <li><b>VII.</b> Non-compliance to any contractual condition or any other default attributable to Supplier.</li> </ul>

**VIII.** Any other reason(s) attributable to Supplier towards failure of performance of contract. In case of breach of contract, Buyer shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier.

**IX.** Any of the declarations furnished by the Supplier 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 Supplier or could expose Buyer and/ or Owner to adverse consequences, financial or otherwise.

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

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

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

**25.2**

**Remedies in case of Breach of Contract:**

- I.** Wherein the period as stipulated in the notice issued under clause no. 25.1 above has expired and Supplier has failed to remedy the breach, Buyer will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to Supplier.
- II.** Upon termination of contract, Buyer 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. This amount shall be recovered by way of encashing the security instruments like EMD, Performance Security etc. available with Buyer against the said contract.
- III.** Wherever the value of security instruments like EMD, Performance Security available with BHEL-PEM 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.
- IV.** 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 from other financial remedies i.e. available bills of the Supplier, retention amount, from the money due to the Supplier etc. with BHEL-PEM.
- V.** In case the amount recovered under clause no. IV above is not sufficient to fulfil the amount recoverable then the 10% of the contract value or the balance amount, as the case may be, will be recovered from any money(s) payable to Supplier 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><b>VI.</b> In case the amount recovered under clause no. IV &amp; V 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 the Supplier.</p> <p><b>VII.</b> If Supplier fails to deposit the balance amount within the period as prescribed in demand notice, Legal action shall be initiated for recovery against the defaulted Supplier.</p> <p><b>VIII.</b> It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that Buyer would incur in completion of balance contractual obligation of the contract through any other agency and Buyer will not be required to furnish any other evidence to the Supplier for the purpose of estimation of damages.</p> <p><b>IX.</b> However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.</p> <p><b>X.</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>25.3</b></p>	<p>The defaulting Supplier shall not be eligible for participation in any of the future enquiries floated by Buyer to complete the balance work. The defaulting Supplier shall mean and include:</p> <p>(a) In case defaulted Supplier is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier 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>25.4</b></p>	<p><b><u>LD against delay in executed supply in case of Termination of Contract:</u></b></p> <p>LD against delay in executed supply shall be calculated in line with LD clause no. 22 above, for the delay attributable to Supplier. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below:</p> <p>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 Supplier = T1  Let the value of executed supply till the time of termination of contract= X  Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier and were planned for execution till termination of contract = Y  Delay in executed supply attributable to Supplier i.e. T2=[1-(X/Y)] x T1  LD shall be calculated in line with LD clause (clause 22.0) of the Contract for the delay attributable to Supplier taking “X” as Contract Value and “T2” as period of delay attributable to Supplier.</p>

26	<b>SUSPENSION OF BUSINESS DEALINGS</b>
	<p><b>26.1</b> The offers of the Suppliers who are under suspension as also the offers of the Suppliers, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p><b>26.2</b> If any Supplier 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 Supplier 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.</p> <p><b>26.3</b> The "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" is placed at <a href="https://www.bhel.com/supplier-registration">https://www.bhel.com/supplier-registration</a> and, same shall prevail over Incident Management Policy of GeM.</p>
27	<b>SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM</b>
	Supplier's performance will be evaluated as per Supplier Performance Monitoring and Rating System of BHEL. Please refer BHEL website <a href="http://www.bhel.com">www.bhel.com</a> for details.
28	<b>CONFIDENTIALITY</b>
	Supplier shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Buyer and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of Order/ Contract. i.e. Supplier shall in no way share or use such intellectual property of Buyer to promote his own business with others. Buyer reserves the right to claim damages from the Supplier, or take appropriate penal action as deemed fit against the Supplier, for any infringement of the provisions contained herein.
29	<b>INTELLECTUAL PROPERTY &amp; LICENSES</b>
	If any patent, design, trademark, trade secret or any other intellectual property rights apply to the delivery or accompanying documentation/drawings, Buyer or its customer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for the performance of the contract shall be promptly notified by the Supplier to the Buyer and shall be deemed to belong to the Buyer. The Supplier shall be obligated to cooperate with the Buyer and do everything necessary to obtain or perfect the above-mentioned rights in favour of the Buyer.

	<p>The Supplier represents and guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. In the event a third party makes a claim, the Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.</p> <p>The Supplier agrees to indemnify, defend and hold harmless the Buyer, its officers, employees, agents, representatives, successors, assignees or any of the Buyer’s customers buying or using the goods or services specified herein, against any actual or alleged infringement of such intellectual property interests, claims by third parties in this regard and shall pay to the Buyer merely on demand without demur and without requiring the Buyer to furnish any proof of such claim, such sum as indicated in the demand towards any liabilities, damages, penalties, injuries, claims, demands, actions, cost and expenses etc. suffered as a result thereof.</p> <p>The Supplier agrees that its liability under this clause shall be unlimited.</p>
<b>30</b>	<b>SETTLEMENT OF DISPUTE</b>
	<p>If any dispute or difference of any kind whatsoever shall arise between Buyer and the Supplier, 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 Buyer 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 Supplier. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier who shall proceed with the work with all due diligence, whether he or Buyer 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 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 Buyer Conciliation Scheme 2018 as per Clause 30.1 below:</p>
<b>30.1</b>	<p><b><u>CONCILIATION</u></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 Buyer 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.

**30.2**

**ARBITRATION**

- 30.2.1 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 30.1 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 Delhi International Arbitration Centre (DIAC) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- 30.2.2 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 of Buyer, 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.
- 30.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Delhi International Arbitration Centre (DIAC) 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 a specific Arbitral institution 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 (DIAC) once selected at the time of invocation of dispute shall remain unchanged.
- 30.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 30.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi.
- 30.2.6 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

	<p>of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.</p> <p>30.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, 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 Supplier, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Supplier or any Settlement Agreement has been signed between the Employer and the Supplier.</p> <p>30.2.8 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>30.2.9 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>30.2.10 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.</p> <p>30.2.11 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>30.3</b></p>	<p><b><u>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.</p>
<p><b>31</b></p>	<p><b><u>JURISDICTION</u></b></p> <p>Subject to clause 30 of this contract, the Civil Court having original Civil Jurisdiction (Delhi) shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p>

	<p><b><u>GOVERNING LAWS</u></b></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>
<b>32</b>	<b>FORCE MAJEURE</b>
<b>32.1</b>	<p>"Force Majeure" shall mean circumstance which is:</p> <p>a) beyond control of either of the parties to contract,  b) either of the parties could not reasonably have provided against the event before entering into the contract,  c) having arisen, either of the parties could not reasonably have avoided or overcome, and  d) is not substantially attributable to either of the parties</p> <p>And</p> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <p>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 Supplier's personnel and other employees of the Supplier and sub-Suppliers.  iv. Strike or lockout not solely involving the Supplier's personnel and other employees of the Supplier and sub-Suppliers.  v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Supplier'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>
<b>32.2</b>	<p>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>
<b>32.3</b>	<p>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>
<b>32.4</b>	<p>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</p>

	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.
<b>32.5</b>	Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not  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.
<b>32.6</b>	Buyer 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 cannot consider deemed short-closure after 1 year of imposition of Force Majeure.
<b>33</b>	<b>CARTEL FORMATION</b>
	The Supplier declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Supplier(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 Supplier is found having indulged in above activities, suitable action shall be taken by Buyer as per extant policies/ guidelines.
<b>34</b>	<b>FRAUD PREVENTION POLICY</b>
	Supplier along with its Associate/ Collaborators/ Sub-Suppliers/ 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
<b>35</b>	<b>GRIEVANCE REDRESSAL MECHANISM</b>
	To promote transparency and ensure fair treatment of all Suppliers, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Suppliers are requested to follow the below escalation process for grievance resolution:  1. <u>First Level</u> : Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided at <b>sl. no. 11 &amp; 12 of Part-A of ATC</b> .  2. <u>Second Level</u> : If the issue remains unresolved, it may be escalated by lodging a formal grievance through the BHEL SUVIDHA Portal: <a href="https://suvirdha.bhel.in/suvirdha/">https://suvirdha.bhel.in/suvirdha/</a> . Responses will be provided in accordance with the defined escalation matrix.

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**GENERAL NOTES:**

- 36.1** In the event of our customer order covering this tender being cancelled /placed on hold/ otherwise modified, Buyer would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
- 36.2** Buyer may negotiate the L1 rate, if not meeting our budget/ estimated cost. Buyer may re-float the tender opened, if L1 price is not acceptable to Buyer even after negotiation. Any deviation from the conditions specified in the tender document may lead to rejection of offer.
- 36.3** Buyer reserves its right to reject an offer due to unsatisfactory past performance by the respective Supplier in the execution of any contract of BHEL.
- 36.4** Supplier to furnish Declaration by Authorised Signatory regarding Insolvency/ Liquidation/ Bankruptcy proceedings along with their Bid/Offer as per **Annexure - 1 of Part-C of ATC**.
- 36.5** Supplier to furnish Declaration by Authorised Signatory regarding Authenticity of Submitted Documents along with their Bid/Offer as per **Annexure - 2 of Part-C of ATC**.
- 36.6** Supplier to furnish Declaration by Authorised Signatory regarding Details of Related Firms and Their Area of Activities along with their Bid/Offer as per **Annexure - 5 of Part-C of ATC**.
- 36.7** Supplier to furnish Declaration by Authorised Signatory regarding Relation in BHEL along with their Bid/Offer as per **Annexure - 6 of Part-C of ATC**.
- 36.8** Supplier to fill in the requisite details as per **Annexure - A of Part-C of ATC** in their Letterhead and no column should be left blank. Supplier to strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed applicable documents as per the **Annexure - A of Part-C of ATC** shall be rejected by giving a suitable cut-off date.

**PART – C**  
**(FORMATS/ ANNEXURES)**

**UNDERTAKING**

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

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To

BHARAT HEAVY ELECTRICALS LTD.  
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)  
3rd Floor, BHEL-SADAN,  
PLOT NO. 25, SECTOR-16-A,  
NOIDA-210-301 (U.P.)

Dear Sir/Madam,

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

**Ref:** GeM Bid 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 SUPPLIER**

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

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To

BHARAT HEAVY ELECTRICALS LTD.  
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)  
3rd Floor, BHEL-SADAN,  
PLOT NO. 25, SECTOR-16-A,  
NOIDA-210-301 (U.P.)

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 Supplier. 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. BUYER 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 Supplier)**

**Date:**

**NON-DISCLOSURE CERTIFICATE**

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

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I/We understand that BHEL <**PS- PEM**> is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s

.....  
who are submitting offer for providing services to BHEL <**PS- PEM**> against GeM Bid No..... hereby undertake to comply with the following in line with Information Security Policy of <**PS- PEM**>.

- 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 <**PS- PEM**>.

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

**Date:**

**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Bharatiya Nyaya Sanhita (BNS) 2023 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Bharatiya Nyaya Sanhita (BNS) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

#### **Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

#### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

### **Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.

- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.

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 For & On behalf of the Principal  
 (Office Seal)

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 For & On behalf of the Bidder/ Contractor  
 (Office Seal)

Place \_\_\_\_\_  
 Date \_\_\_\_\_

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_

## Clause on IP in the tender

### **Integrity Pact (IP)**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri R. Mukundan, IRPS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Madan Lal Meena, IAS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the panel of IEMs. All correspondence with the IEMs shall be done through email only.

### Note:

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:*

Details of contact person(s):

(1)  
 Name: \_\_\_\_\_  
 Deptt: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: (Landline/ Mobile) \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_

(2)  
 Name: \_\_\_\_\_  
 Deptt: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: (Landline/ Mobile) \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_

**DECLARATION OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES**

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

To

BHARAT HEAVY ELECTRICALS LTD.  
 POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)  
 3rd Floor, BHEL-SADAN,  
 PLOT NO. 25, SECTOR-16-A,  
 NOIDA-210-301 (U.P.)

Dear Sir/ Madam,

Sub: **DETAILS OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES**

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

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 BUYER 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 Supplier failing which the offer of Supplier is liable to be summarily rejected)

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To

BHARAT HEAVY ELECTRICALS LTD.  
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)  
3rd Floor, BHEL-SADAN,  
PLOT NO. 25, SECTOR-16-A,  
NOIDA-210-301 (U.P.)

Dear Sir,

**Sub: DECLARATION FOR RELATION IN BHEL**

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

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

**Tick (✓) any one as applicable:**

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

OR

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

i.

ii.

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

**Note:**

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

**MAKE IN INDIA**

**Subject: - CERTIFICATION REGARDING LOCAL CONTENT**

**Reference: GeM Bid No. ....**

**Description of item(s): .....**

We hereby certify that the quoted items offered by us against above Enquiry No. is having local content of .....% .

Further, to certify that the local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 and we qualify as **Class –.....** (Class-I/ Class-II/Non-Local Supplier - as applicable) local supplier.

We further confirm that details of location at which the local value addition is made is at .....  
..... (Supplier's / OEM's Manufacturing works)

**Country of Origin from OEM: .....**

(For items sold by Supplier as reseller, OEM certificate for Country of Origin to be submitted.)

**We confirm the following for the current tender:**

- (1) Repackaging/ Refurbishment/ Rebranding of imported products has not been considered for calculation of local content or Domestic Value Addition (DVA).

That the cost of imported items sourced locally from resellers/ distributors and cost of license/royalty paid/technical expertise cost etc. source from outside of India has been excluded from the local content, as mentioned in 2(d) of PPP-MII order Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT.

- (2) For contracts involving supply of multiple items, weighted average of all items has been taken while calculating the local content.
- (3) We understand, for this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- (4) We understand that we have to give a self-certification regarding local content wherever the tender value is up to INR 10 crores. In case, the tender value is more than INR 10 Crores, we shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In both the cases, the certification has to be provided by us during bid submission.
- (5) We also understand, false declaration will be in breach of Code of Integrity under the rule 175(1)(i)(h) of the General finance rules for which the Supplier or its successors can be debarred for up to two years as per Rule 151(iii) of the General Finance Rules along with such other actions as may be permissible under the law.

- (6) That in case we are the successful Supplier and the contract value of the order awarded to us is more than INR 10 crores, we will provide local content certification duly certified by cost/ chartered accountant in practice during execution of the contract. That a penalty up to 10% of the contract value may be imposed on us during execution, in case we do not meet the stipulated local content during the execution of the contract. We are also aware that the contract awarded to us will not be terminated on this account.
- (7) We hereby declare that the details furnished above are true and correct to the best of our knowledge and belief and we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, we are aware that we may be held liable for it.

Thanking you,  
Yours faithfully,

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

**Note: Suppliers to note that in case above certification given by a Supplier, whose bid is accepted, is found to be false, then this would be a ground for penal action and for taking further action in accordance with law and as per extant guidelines.**

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**  
(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

**TO WHOMSOEVER IT MAY CONCERN**

TO

BHARAT HEAVY ELECTRICALS LTD.  
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)  
3rd Floor, BHEL-SADAN,  
PLOT NO. 25, SECTOR-16-A,  
NOIDA-210-301 (U.P.)

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref:** OM dtd. 23.02.2023 of Department of Expenditure, Ministry of Finance, Govt. of India

**GeM Bid No.** .....  
**Description of item(s):** .....

I have read the clause regarding restrictions on procurement from a Supplier of a country which shares a land border with India, as per OM dtd. 23.02.2023 of Department of Expenditure, Ministry of Finance, Govt. of India. I certify that \_\_\_\_\_ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,

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

**Note:** Suppliers to note that in case above certification given by a Supplier, whose bid is accepted, is found to be false, then this would be a ground for penal action and for taking further action in accordance with law and as per extant guidelines.

**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(On Non-Judicial paper of appropriate value)

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**Bank Guarantee No.....**

**Date.....**

To

BHARAT HEAVY ELECTRICALS LTD.

POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)

3rd Floor, BHEL-SADAN,

PLOT NO. 25, SECTOR-16-A,

NOIDA-210-301 (U.P.)

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....<sup>1</sup>(Tender Conditions), M/s. .... having its registered office at .....<sup>2</sup> (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....<sup>3</sup> invited by .....<sup>4</sup>(name of the Employer) through its Unit at .....(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....<sup>5</sup> ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the .....[Name & address of the Bank] ..... having our Registered Office at .....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. ....<sup>5</sup> (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Suppliers in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We ..... Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including.....<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....<sup>7</sup> we shall be discharged from all liabilities under this Guarantee.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at ..... shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....<sup>5</sup>.....
- b. This Guarantee shall be valid up to .....<sup>6</sup>
- c. Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Date.....

Place of Issue.....

<sup>1</sup> *Details of the Invitation to Bid/Notice Inviting Tender*

<sup>2</sup> *Name and Address of the Tenderer*

<sup>3</sup> *Details of the Work*

<sup>4</sup> *Name of the Employer*

<sup>5</sup> *BG Amount in words and Figures*

<sup>6</sup> *Validity Date*

<sup>7</sup> *Date of Expiry of Claim Period*

**Notes:**

1. The BG for EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/ Bank issuing the guarantee.
3. From Nationalized/Public Sector / Private Sector/ Foreign Banks can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

(On non-Judicial paper of appropriate value)

-----  
Bank Guarantee No:

Date:

TO

BHARAT HEAVY ELECTRICALS LTD.

POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)

3rd Floor, BHEL-SADAN,

PLOT NO. 25, SECTOR-16-A,

NOIDA-210-301 (U.P.)

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having awarded to (Name of the Supplier) with its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> (Rupees -----) / FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums up to a maximum amount of Rs -----<sup>6</sup> ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Supplier shall have no claim against us for making such payment.

We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall

continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Supplier's liabilities.

This Guarantee shall remain in force up to and including.....<sup>7</sup> and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>8</sup> we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at ..... shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....<sup>6</sup>
- b. This Guarantee shall be valid up to .....<sup>7</sup>
- c. Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE SUPPLIER /SUPPLIER / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/SUPPLY DETAILS

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Bank Guarantee should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/ Bank issuing the guarantee.
3. From Nationalized/Public Sector / Private Sector/ Foreign Banks can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

**UNDERTAKING FOR CONFLICT OF INTEREST**

*(To be typed and submitted in the Letter Head of the Supplier)*

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

**Treatment of Cases Regarding Conflict of Interest:**

The Supplier notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BUYER who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BUYER directly or indirectly;
- ii) The Supplier (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A Supplier participates in more than one bid in this tender process. Participation in any capacity by a Supplier (including the participation of a Supplier as a partner/ JV member or sub-Supplier in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-Supplier in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Supplier declares that they have read and understood the above aspects, and the Supplier confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Supplier(s), in this regard. 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 Supplier is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by the BUYER as per extant policies/ guidelines.**

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

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

**DECLARATION BY MSE SUPPLIERS REGARDING OWNERSHIP STRUCTURE**  
**ALONG WITH UDYAM CERTIFICATE**

Any Supplier 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:

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

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

**INSURANCE SURETY BOND TOWARDS BID SECURITY**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. [Insert Bond Number]

Date [Insert Date]

TO

BHARAT HEAVY ELECTRICALS LTD.  
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)  
3rd Floor, BHEL-SADAN,  
PLOT NO. 25, SECTOR-16-A,  
NOIDA-210-301 (U.P.)

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No..... (Tender Conditions), M/s. .... having its registered office at ..... (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of ..... invited by ..... (name of the Employer, hereinafter referred to as the 'Employer') through its Unit at ..... The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit/ Bid Security in the form therein mentioned. The form of payment of Earnest Money Deposit/ Bid Security includes Insurance Surety Bond from an Insurer as per the extant guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Insurance Surety Bond against Earnest Money Deposit for an amount of ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Bond, we, the .....[Name & address of the Insurer] ..... having our Registered Office at .....(hereinafter referred to as the Insurer) under this Bond, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums up to the maximum of Rs.....(in words Rupees.....) without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this Surety Bond. However, our liability under this Bond shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment hereunder.

We ..... Insurer further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Surety Bond against the Insurer as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Surety Bond shall be irrevocable and shall remain in force up to and including..... and shall be extended from time to time for such period as may be desired by the Employer.

This Surety Bond shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Surety Bond is made on us in writing on or before the ..... or the extended date in accordance with the preceding para, we shall be discharged from all liabilities under this Bond.

We, ..... Insurer lastly undertake not to revoke this Surety Bond during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Insurer under this Surety Bond shall not exceed.....
- b) This Surety Bond shall be valid up to ..... or the extended date, if any.
- c) Unless the Insurer is served a written claim or demand on or before \_\_\_\_\_ or the extended date, if any, all rights under this Surety Bond shall be forfeited and the Insurer shall be relieved and discharged from all liabilities under this Surety Bond irrespective of whether or not the original Insurance Surety Bond is returned to the Insurer. We, \_\_\_\_\_ Insurer, have power to issue this Surety Bond under law and the undersigned as a duly authorized person has full powers to sign this Surety Bond on behalf of the Insurer.

For and on behalf of

[Signature]

[(Name of the Insurer)]

[Official Address]

[Designation of Insurer Stamp]

Authorized vide Power of Attorney No./Staff Authority No. [Insert POA Number]

Date.....

Place of Issue.....

*1 Details of the Invitation to Bid/Notice Inviting Tender*

*2 Name and Address of the Tenderer*

*3 Details of the Work*

*4 Name of the Employer*

*5 Insurance Surety Bond Amount in words and Figures*

*6 Validity Date*

*7 Date of Expiry of Claim Period*

**Notes:**

- 1. The Insurance Surety Bond for EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.
- 2. The Insurance Surety Bond should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the Insurance Surety Bond was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/ Insurer issuing the Insurance Surety Bond.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
4. Insurance Surety Bond issued by Branches in India can be accepted subject to the condition that the Insurance Surety Bond should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

**INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. [Insert Bond Number]

Date [Insert Date]

TO

BHARAT HEAVY ELECTRICALS LTD.  
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT (PS- PEM)  
3rd Floor, BHEL-SADAN,  
PLOT NO. 25, SECTOR-16-A,  
NOIDA-210-301 (U.P.)

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ through its Unit at.....(name of the Unit) having awarded to ( Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_ hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated ..... valued at Rs..... (Rupees ----- )/FC.....(in words.....) for ..... (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide an Insurance Surety Bond towards Performance Security, equivalent to .....% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract, we, ..... (hereinafter referred to as the Insurer), having registered/Head office at ..... and inter alia a branch at ..... under this Surety Bond, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums up to a maximum amount of Rs ----- ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Surety Bond shall be a valid discharge of our liability for payment thereunder.

We the .....Insurer further agree that the Surety Bond herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .....Insurer further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and

conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Surety Bond against the Insurer as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Surety Bond shall remain in force up to and including..... and shall be extended from time to time for such period as may be desired by Employer.

This Surety Bond shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....or the extended date in accordance with the preceding para, we shall be discharged from all liabilities under this Surety Bond thereafter.

We, ..... Insurer lastly undertake not to revoke this Surety Bond during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Insurer under this Surety Bond shall not exceed.....
- b) This Surety Bond shall be valid up to .....or the extended date, if any.
- c) Unless the Insurer is served a written claim or demand on or before \_\_\_\_\_ or the extended date, if any, all rights under this guarantee shall be forfeited and the Insurer shall be relieved and discharged from all liabilities under this Surety Bond irrespective of whether or not the original Surety Bond is returned to the Insurer.

We, \_\_\_\_\_ Insurer, have power to issue this Surety Bond under law and the undersigned as a duly authorized person has full powers to sign this Surety Bond on behalf of the Insurer.

For and on behalf of

[Signature]

[(Name of the Insurer)]

[Official Address]

[Designation of Insurer Stamp]

Authorized vide Power of Attorney No./Staff Authority No. [Insert POA Number]

Dated.....

Place of Issue.....

- 1 NAME AND ADDRESS OF EMPLOYER i.e. Bharat Heavy Electricals Limited
- 2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
- 3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- 4 CONTRACT VALUE

- 5 PROJECT/SUPPLY DETAILS
- 6 AMOUNT IN FIGURES AND WORDS
- 7 VALIDITY DATE
- 8 DATE OF EXPIRY OF CLAIM PERIOD

**Notes:**

1. Insurance Surety Bond should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.
2. The Insurance Surety Bond should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the Insurance Surety Bond was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/ Insurer issuing the Insurance Surety Bond.
3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
4. Insurance Surety Bond for Performance Security shall be submitted to the Buyer in Original.
5. Insurance Surety Bond issued by Branches in India can be accepted subject to the condition that the Insurance Surety Bond should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

**CHECK LIST**

Supplier 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/ LOA)</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>E</b>	<b>DESCRIPTION</b>	<b>APPLICABILITY (BY BUYER)</b>	<b>ENCLOSED BY SUPPLIER</b>
i.	Whether <b>Pre - Qualification Criteria</b> is understood and provided proper supporting documents	Applicable/ Not Applicable	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood	Applicable/ Not Applicable	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable/ Not Applicable	YES / NO
iv.	Copy of PAN Card & GST registration	Applicable/ Not Applicable	YES / NO
v.	Declaration regarding <b>Insolvency/ Liquidation/ Bankruptcy Proceedings</b> as per Annexure - 1	Applicable/ Not Applicable	YES / NO
vi.	Submission of <b>Non-Disclosure Certificate</b> as per Annexure - 3	Applicable/ Not Applicable	YES / NO
vii.	Submission of <b>Integrity Pact</b> as specified in Tender as per Annexure - 4	Applicable/ Not Applicable	YES / NO
viii.	Declaration of <b>Related Firms &amp; their areas of Activities</b> as per Annexure - 5	Applicable/ Not Applicable	YES / NO
ix.	Declaration for <b>Relation in BHEL</b> as per Annexure - 6	Applicable/ Not Applicable	YES / NO
x.	Declaration of Make In India as specified in Tender as per Annexure - 7	Applicable/ Not Applicable	YES / NO

xi.	Declaration regarding <b>Compliance to Restrictions under Rule 144 (xi) of GFR 2017</b> as per Annexure – 8	Applicable/ Not Applicable	YES / NO
xii.	Proforma of <b>Bank Guarantee for Earnest Money Deposit</b> as per Annexure - 9	Applicable/ Not Applicable	YES / NO
xiii.	Undertaking for Conflict of Interest as per Annexure - 11	Applicable/ Not Applicable	YES / NO
xiv.	Declaration by MSE Suppliers as specified in Tender as per Annexure - 12	Applicable/ Not Applicable	YES / NO
xv.	Proforma of <b>Insurance Surety Bond for Bid Security/ Earnest Money Deposit (EMD)</b> as per Annexure - 13	Applicable/ 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)**