

2026

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

GEM BID No.: GEM/2026/B/7314214 dated 05.03.2026

Name of Project: 2x660 MW DVC Raghunathpur Phase 2 SG Island Pkg

Name of Package: Computer/Workstation

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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)

GEM BID No.: GEM/2026/B/7314214 dated 05.03.2026

Name of Project: 2x660 MW DVC Raghunathpur Phase 2 SG Island Pkg

Name of Package: Computer / Workstation

1.	<u>SCOPE OF SUPPLY/WORK:</u> Supply, installation and Operating System (OS) configuration of Hardware with 1-year default comprehensive on-site warranty and 3 years of comprehensive on-site Annual Maintenance Contract (AMC)/support as detailed in the specification for 2x660 MW DVC Raghunathpur Phase-II project (SG Island) project. on F.O.R. Site basis. Specification is as follows: <u>Scope in line with Technical Specification No. PE-TS -528-101-Y 004</u>
2.	<u>PRE-QUALIFICATION REQUIREMENT:</u> 1.1 <u>TECHNICAL:</u> Technical PQR: Applicable / Not Applicable Technical PQR is enclosed along with Technical Specifications attached with this ATC. 1.1.1 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. 1.2 <u>FINANCIAL:</u> Financial PQR: Not Applicable 1.3 Above terms of BHEL PQR(s) shall prevail in conflict (if any).
3.	<u>NATURE OF PACKAGE (FOR PURCHASE PREFERENCE)</u> Non-Divisible
4.	<u>CUSTOMER APPROVAL:</u> Customer Approval: Not Applicable
5.	<u>PRICE BASIS:</u> Prices shall be FIRM for the entire scope of work in line with the tender documents and subsequent clarifications/ confirmations till completion of Order/Contract. Evaluation will be done on overall L1 (Total cost to BHEL basis, including GST) for complete scope as mentioned in technical specification.
6.	<u>DELIVERY & VALIDITY OF CONTRACT:</u> 6.1 Delivery and validity:

I. Delivery: Supply & Installation of hardware within 12 Weeks from the date of PO.

Schedule of AMC shall be as per section. (D) of technical specification.

Service request raised during AMC by BHEL/DVC: All issues must be resolved within 5 working days from the date of raising the issue by BHEL/DVC.

Comprehensive on-site AMC/support will start after completion of 1-year default on-site warranty period.

II. Quantity Variation/ Subsequent LOT: Not Applicable

Validity of Contract:

Supplier has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances where there is delay in providing inputs/ clearances from the Buyer (inputs, engineering approvals, deputing inspector for inspection, issuance of MDCC and/or any hold put by the Buyer for whatever reasons during execution of contract etc.) delivery time extension is admissible as specified in the ATC. In such situation it shall be obligatory on part of the Supplier to execute the contract at PO rates, terms and conditions provided inputs/ clearances have been accorded within validity of contract. Validity period for various activities shall be as defined below: -

Validity of the contract for supply: Contract shall be valid for 180 days (C days) from the PO date. However, delay at Supplier's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at Supplier's end.

For example: Original Delivery period for main supply: A (in days)

Delay at Supplier's end: B (in days beyond "A" days)

Contract validity: C+B (in days)

Supplier to note that B is the Supplier delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.

Validity of contract for AMC: Validity of contract for AMC shall be till completion of the AMC period.

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.

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

	<p>State- Uttar Pradesh)</p> <p><u>And</u></p> <p>SHIP to (project site)</p> <p>Project Director, BHEL Site Office, 2x660 MW DVC Raghunathpur TPS- Phase -II (SG island) Village: Raghunathpur, District- Purulia, West Bengal- 723134 BHEL- PSER Kolkata GST No: 19AAACB4146P1ZC</p> <p>SHIP to (project HQ)</p> <p>Damodar Valley Corporation, Chief Engineer, C&M Department, 3rd Floor, DVC Towers, VIP Road, Kolkata West Bengal BHEL- PSER Kolkata GST No: 19AAACB4146P1ZC</p> <p>Supply shall be delivered and installed as per the above mentioned addresses. (Consignee IDs mentioned in GeM bid are for CRAC only and actual supply shall be at addresses as mentioned above).</p> <p>7.2 Place of Supply/ Services rendered shall necessarily be mentioned as Uttar Pradesh-09 in Tax Invoice/e-Invoice.</p>
8.	<p><u>LIQUIDATED DAMAGES:</u></p> <p>For Supply: Liquidated Damages shall be applicable on total contract value of main supply excluding GST.</p> <p>LD on Services (AMC): Liquidated Damages shall be applicable on total contract value of AMC excluding GST.</p> <p>Total LD (supply portion + LD on AMC) shall be limited to 10% of cumulative total contract value excluding GST.</p> <p>Note: Please refer Clause No. 22 of Part-B of ATC for further details.</p>
9.	<p><u>INTEGRITY PACT (IP): Not Applicable</u></p>
10.	<p><u>ENQUIRY SPECIFIC POINTS (IF APPLICABLE):</u></p> <p>i. Quantity Variation Percentage: Nil</p> <p>ii. EMD Value: Not applicable</p>

	<p>iii. Initial Performance Security Validity: Not applicable</p> <p>iv. Splitting Criterion: Not applicable</p> <p>v. CIF (if applicable): Not Applicable</p> <p>vi. Bidders to submit duly filled and signed/stamped Annexure-A enclosed in Part -C pf ATC along with all applicable Annexures.</p>					
11.	<p>CONTACT PERSON DETAILS DURING TENDER & PRE-AWARD STAGE:</p> <table border="1" data-bbox="326 527 1471 806"> <thead> <tr> <th data-bbox="326 527 899 604">1. (DE1/DA1)</th> <th data-bbox="899 527 1471 604">2. DE2/DA2</th> </tr> </thead> <tbody> <tr> <td data-bbox="326 604 899 806"> Name: Ajay Kumar Deptt: Sr. Engineer/PG-I/PEM Address: 3rd Floor, BHEL Sadan, Plot No 25, Sector 16A, Noida Phone: +91-9899891358 Email ID: ajaykaushik@bhel.in </td> <td data-bbox="899 604 1471 806"> Name: Awadhesh Singh Deptt: Sr. Manager/PG-I/PEM Address: 3rd Floor, BHEL Sadan, Plot No 25, Sector 16A, Noida Phone: +91-9560148833 Email ID: awadheshsingh@bhel.in </td> </tr> </tbody> </table>		1. (DE1/DA1)	2. DE2/DA2	Name: Ajay Kumar Deptt: Sr. Engineer/PG-I/PEM Address: 3 rd Floor, BHEL Sadan, Plot No 25, Sector 16A, Noida Phone: +91-9899891358 Email ID: ajaykaushik@bhel.in	Name: Awadhesh Singh Deptt: Sr. Manager/PG-I/PEM Address: 3 rd Floor, BHEL Sadan, Plot No 25, Sector 16A, Noida Phone: +91-9560148833 Email ID: awadheshsingh@bhel.in
1. (DE1/DA1)	2. DE2/DA2					
Name: Ajay Kumar Deptt: Sr. Engineer/PG-I/PEM Address: 3 rd Floor, BHEL Sadan, Plot No 25, Sector 16A, Noida Phone: +91-9899891358 Email ID: ajaykaushik@bhel.in	Name: Awadhesh Singh Deptt: Sr. Manager/PG-I/PEM Address: 3 rd Floor, BHEL Sadan, Plot No 25, Sector 16A, Noida Phone: +91-9560148833 Email ID: awadheshsingh@bhel.in					
12.	<p>CONTACT PERSON DETAILS DURING POST-AWARD/CONTRACT STAGE:</p> <table border="1" data-bbox="326 947 1471 1131"> <thead> <tr> <th data-bbox="326 947 899 1024">1. (DE1/DA1)</th> <th data-bbox="899 947 1471 1024">2. DE2/DA2</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="326 1024 1471 1131" style="text-align: center;"> Shall be provided along with PO </td> </tr> </tbody> </table>		1. (DE1/DA1)	2. DE2/DA2	Shall be provided along with PO	
1. (DE1/DA1)	2. DE2/DA2					
Shall be provided along with PO						
13.	<p>PAYMENT TERMS (Same will supersede part-B of ATC, in case of conflict, if any)</p> <p>Supply: 90% of basic price with GST and Freight Payment will be released after successful supply & installation of Hardware and against BHEL certification. Balance 10% payment shall be released after successful demonstration of hardware & against BHEL certification.</p> <p>Payment of AMC Charges: Quarterly payment at the end of each quarter starting after 1-year free warranty.</p> <p>Documents for Payment:</p> <p>A) For supply:</p> <ol style="list-style-type: none"> Original Tax Invoice/e-Invoice (as applicable), Packing List, LR/RR/Delivery Challan/Courier docket no (as applicable), Installation and demonstration of hardware certificate issued by buyer's site/DVC HQ License copy of OS/software Guarantee/Warranty Certificate, E-way bill (as applicable), 					

	<p>VIII. Copy of valid Insurance document and Intimation, IX. Copy of BHEL MDCC</p> <p>B) For Payment of AMC charges:</p> <p>I. Original Tax Invoice/e-Invoice (as applicable) II. AMC certificate</p>
<p>14.</p>	<p>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC) (Same will supersede part-B of ATC, in case of conflict, if any)</p> <p>Bidder shall submit Certificate of Conformance (CoC) and Data Sheet before dispatch of material. Buyer will issue MDCC to the Supplier within 7 days based on COC. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of receipt of COC), 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>Supplier shall not deliver any material before issue of MDCC by the Buyer.</p>
<p>15</p>	<p>AMC charges, shall be minimum 10% of the Total Contract Value (including Main Supply, AMC etc.) excluding freight & GST, failing which the quoted amount shall be adjusted as 10% of the total contract value (including Main Supply, AMC etc.) excluding freight & GST, at the time of ordering by Buyer. Payment shall be made as per the adjusted amount.</p>

PART-B (STANDARD TERMS & CONDITIONS)

1	BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)
1.1	<p>Modes of Deposit: EMD shall be accepted only in the following forms:</p> <ul style="list-style-type: none">(i) Electronic Fund Transfer credited in BHEL account (before tender opening): BHEL-PEM account details is given at sl. no. 2 below(ii) Banker's cheque/ Pay order/ Demand draft, in favour of "Bharat Heavy Electricals Limited" and payable at Delhi/NCR(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.(iv) Bank Guarantee from any of the Scheduled Banks as per Annexure - 9 of Part-C of ATC. In such cases shall be valid for a period of 45 (forty-five) days beyond the final Bid Validity period(v) Insurance Surety Bonds as per Annexure - 13 of Part-C of ATC. <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>
1.2	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.
1.3	<p>Forfeiture and Release/Return of EMD:</p> <ul style="list-style-type: none">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.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 https://www.bhel.com/supplier-registration.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 30th day after the award of the

	<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>
1.4	EMD shall not carry any interest.
2	BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION
	<p>2.1 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>2.2 List of Consortium Banks of BHEL is placed at following link: https://pem.bhel.com/Bhel_vendor_section.aspx</p>
3	PART-II (PRICE) BID OPENING IS SUBJECT TO FOLLOWING CONDITIONS
	<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>
4	REGISTRATION IN BHEL-PEM
	<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 https://supplier.bhel.in/ All credentials and/or documents duly signed and stamped related to registration can be uploaded & 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	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

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	CONFLICT OF INTEREST
	All Suppliers are required to submit the declaration regarding Conflict of Interest as per Annexure - 11 of Part-C of ATC , duly signed & stamped by the authorized signatory of the Supplier.
8	LIMIT FOR SUPERVISION OF E&C CHARGES
	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	TAXES & DUTIES
	<p>9.1 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 & services consumed and output goods & 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>9.2 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>9.2.1 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>9.2.2 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) & 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>9.2.3 Supplier has to ensure that invoice in respect of Services which have been provided/completed should be raised as per GST Act.</p> <p>9.2.4 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>9.2.5 TDS as applicable under GST law shall be deducted from Supplier's bill.</p> <p>9.2.6 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>9.2.7 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>9.2.8 In case declaration of any invoice is delayed by the Supplier in his GST return or any invoice is subsequently amended/altere/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>9.2.9 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>9.2.10 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>9.2.11 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>
10	DETAILED PRICE BREAK-UP
	<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>
11	MICRO AND SMALL ENTERPRISES (MSE)/ MII
11.1	<p>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.</p>
11.2	<p>MSE Supplier must submit valid UDYAM certificate and declaration stating MSE status of the firm, on its company's letterhead. Proforma is attached as Annexure - 12 of Part-C of ATC.</p>

12	PREFERENCE TO MAKE IN INDIA
12.1	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.
12.2	The Supplier has to provide undertaking for their compliance to this Clause, in the format provided as Annexure - 7 of Part-C of ATC.
12.3	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.
12.4	Non-submission of the undertaking by the Supplier may render the Bid/Offer ineligible for further consideration.
13	COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017
13.1	<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"> a. An entity incorporated established or registered in such a country; or b. A subsidiary of an entity incorporated established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <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>
13.2	The Supplier has to provide undertaking for their compliance to this Clause, in the format provided in Annexure - 8 of Part-C of ATC.
13.3	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.
14	NON-DISCLOSURE CERTIFICATE
	The Suppliers shall enter into the Non-Disclosure Certificate separately as per Annexure- 3 of Part-C of ATC.
15	TERMS OF DELIVERY AND INSURANCE
	<p>15.1 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>15.2 Unloading of items at delivery point shall be in the scope of Buyer.</p> <p>15.3 Transit Insurance shall be in the Supplier’s account.</p>

16	INSPECTION
	<p>16.1 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 https://cqir.bhel.in/Cqir/jsp/Masters/Help_File_for_suppliers.pdf</p> <p>Inspection calls should be raised by the Supplier on BHEL - Quality Surveillance System (https://cqir.bhel.in).</p> <p>Such inspection, examination and testing by itself shall not relieve the Supplier from any obligation under the Order/ Contract.</p> <p>16.2 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>16.3 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 (https://cqir.bhel.in) 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>16.4 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	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)
	<p>17.1 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>17.2 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>17.3 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>
18	PACKING LIST
	<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> <ul style="list-style-type: none"> i. No. of boxes ii. Packing size. iii. Gross weight and net weight of each package. iv. Contents of the package with cross reference to BoM item code no. or item serial no. v. Quantity of each item separately. <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>
19	DOCUMENTS FOR DISPATCH
	<p>Supplier to submit copy of following documents by e-mail immediately on dispatch:</p> <ul style="list-style-type: none"> i) Tax Invoice/ e-Invoice including Credit Note/ Debit Note (as applicable), ii) LR, iii) Packing List, iv) Insurance Intimation, v) E-way bill (as applicable) vi) BHEL MDCC
20	PAYMENT TERMS
	<p>20.1 Payment of Main Supply including Mandatory Spares (if any): 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 (receipted 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-1as 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-1and 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/ leviabale 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. TREDS 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>20.10 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>
21	PERFORMANCE SECURITY
21.1	<p>Supplier may opt any of the following for submission of Performance Security: -</p> <p>21.1.1: 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;">Or</p> <p>21.1.2: 5% of the contract value (total Order value excluding PVC). Additional 5% of the contract value (excluding PVC) will be deducted & retained from first bill & 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>This percentage supersedes the GeM enquiry SD/Performance Security percentage.</p>
21.2	<p>Modes of Deposit: Supplier has to furnish Performance Security in the following forms:</p> <ul style="list-style-type: none"> (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. (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee shall be as per Annexure - 10 of Part-C of ATC. (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). (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).

	<p>(v) Insurance Surety Bonds as per Annexure - 14 of Part-C of ATC.</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>
21.3	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.
21.4	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.
21.5	<p><u>Forfeiture and Release/Return of Performance Security:</u></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>
21.6	The Performance Security shall not carry any interest.
21.7	There is no exemption of Performance Security deposit submission for MSE Suppliers.
21.8	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	LIQUIDATED DAMAGES (LD):
	<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>22.1 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 Undelivered Portion of /Total (as mentioned at Clause No. 8 of Part-A of ATC) 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>22.2 LD on Service portion where delivery for services are defined separately in the Order/Contract. LD shall be applicable @ ½ percent, of the Undelivered Portion of /Total (as mentioned at Clause No. 8 of Part-A of ATC) 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>22.3 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 Undelivered Portion of /Total (as mentioned at Clause No. 8 of Part-A of ATC) 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>22.4 In case of any amendment/ revision, LD shall be linked to the amended/ revised Contract value and Delivery date(s).</p> <p>22.5 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>22.6 In no case liquidated damages shall be levied till contractual delivery period.</p> <p>22.7 If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on Undelivered Portion of /Total (as mentioned at Clause No. 8 of Part-A of ATC) 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>22.8 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>22.9 The Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.</p> <p>22.10 Supplier to note following in case LD is applicable on Undelivered Portion of the Order/ Contract Value:</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>
23	GUARANTEE TERMS
	<p>23.1 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>23.2 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>23.3 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>23.4 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>23.5 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>23.6 All the replaced and replenished plant/ equipment/ stores shall also be guaranteed as per PO terms.</p>
24	DELIVERY EXTENSION: EXTENSION OF CONTRACTUAL DELIVERY TIME
	<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"> i) Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT. 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. iii) Delay in providing engineering input by Buyer. iv) Delay in deputing inspector for inspection and delay in release of MDCC in line with clause no. 16 & 17 above. 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. <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 & 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>
25	BREACH OF CONTRACT, REMEDIES AND TERMINATION
25.1	<p>The following shall amount to Breach of Contract:</p> <ul style="list-style-type: none"> I. Non-supply of material/ non-completion of work by the Supplier within scheduled delivery/ completion period as per contract or as extended from time to time. II. 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. III. The Supplier delivers equipment/ material not of the contracted quality. IV. The Supplier fails to replace the defective equipment/ material/ component as per guarantee clause. V. Withdrawal from or abandonment of the work by the Supplier before completion as per contract. VI. Assignment, transfer, subletting of Contract by the Supplier without Buyer’s written permission resulting in termination of Contract or part thereof by Buyer. VII. Non-compliance to any contractual condition or any other default attributable to Supplier.

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>25.2</p>	<p><u>Remedies in case of Breach of Contract:</u></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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>

	<p>VI. In case the amount recovered under clause no. IV & 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>VII. 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>VIII. 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>IX. However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.</p> <p>X. 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>25.3</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>25.4</p>	<p><u>LD against delay in executed supply in case of Termination of Contract:</u></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	SUSPENSION OF BUSINESS DEALINGS
	<p>26.1 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 www.bhel.com.</p> <p>26.2 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 www.bhel.com and / or under applicable legal provisions.</p> <p>26.3 The "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" is placed at https://www.bhel.com/supplier-registration and, same shall prevail over Incident Management Policy of GeM.</p>
27	SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM
	Supplier's performance will be evaluated as per Supplier Performance Monitoring and Rating System of BHEL. Please refer BHEL website www.bhel.com for details.
28	CONFIDENTIALITY
	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	INTELLECTUAL PROPERTY & LICENSES
	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>
30	SETTLEMENT OF DISPUTE
	<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>
30.1	<p><u>CONCILIATION</u></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 www.bhel.com).</p>

	<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.</p>
<p>30.2</p>	<p><u>ARBITRATION</u></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>30.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>30.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi.</p> <p>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>

	<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>
30.3	<p><u>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution 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>
31	<p><u>JURISDICTION</u></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><u>GOVERNING LAWS</u></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>
32	FORCE MAJEURE
32.1	<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>
32.2	<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>
32.3	<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>
32.4	<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.
32.5	<p>Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p>
32.6	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.
33	CARTEL FORMATION
	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.
34	FRAUD PREVENTION POLICY
	Supplier along with its Associate/ Collaborators/ Sub-Suppliers/ Consultants/ Service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice
35	GRIEVANCE REDRESSAL MECHANISM
	<p>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:</p> <ol style="list-style-type: none"> 1. <u>First Level</u>: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided at sl. no. 11 & 12 of Part-A of ATC. 2. <u>Second Level</u>: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the BHEL SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. 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.

CHECK LIST

Supplier to fill in the following details in their Letterhead and no column should be left blank:

A	Name and Address of the Supplier		
B	GSTN No. the Supplier (Place of Execution of Contract/ Purchase Order/ LOA)		
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	EMD DETAILS		
E	DESCRIPTION	APPLICABILITY (BY BUYER)	ENCLOSED BY SUPPLIER YES / NO
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents	Applicable/ Not Applicable	
ii.	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood	Applicable/ Not Applicable	
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable / Not Applicable	
iv.	Copy of PAN Card & GST registration	Applicable/ Not Applicable	
v.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure - 1	Applicable/ Not Applicable	
vi.	Submission of Non-Disclosure Certificate as per Annexure - 3	Applicable/ Not Applicable	
vii.	Submission of Integrity Pact as specified in Tender as per Annexure - 4	Applicable / Not Applicable	
viii.	Declaration of Related Firms & their areas of Activities as per Annexure - 5	Applicable/ Not Applicable	
ix.	Declaration for Relation in BHEL as per Annexure - 6	Applicable/ Not Applicable	
x.	Declaration of Make In India as specified in Tender as per Annexure - 7	Applicable / Not Applicable	

xi.	Declaration regarding Compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 8	Applicable/ Not Applicable	
xii.	Proforma of Bank Guarantee for Earnest Money Deposit as per Annexure - 9	Applicable/ Not Applicable	
xiii.	Undertaking for Conflict of Interest as per Annexure - 11	Applicable/ Not Applicable	
xiv.	Declaration by MSE Suppliers as specified in Tender as per Annexure - 12	Applicable/ Not Applicable	
xv.	Proforma of Insurance Surety Bond for Bid Security/ Earnest Money Deposit (EMD) as per Annexure - 13	Applicable/ Not Applicable	

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)**

PART – C
(FORMATS/ ANNEXURES)

UNDERTAKING

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

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)

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)

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:

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. & 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)

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.

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.

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)


	Technical PQR for Supply of hardware for 2 X 660 MW DVC Raghunathpur Phase-II project (SG Island)	SPECIFICATION NO.	PE-TS -528-101-Y 004
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TECHNICAL PQR

Bidder should fulfil the following qualification criteria. Bids from any bidder not meeting these qualification criteria shall not be considered for final evaluation.

- The bidder should be authorized partner/reseller/dealer of OEM. Bidder needs to submit proof (Manufacturer Authorization Form (MAF) for the same.
- Verifiable Purchase Order not older than 5 years.

(Signature and Stamp of the Bidder)

	<p>Technical specification for Supply of hardware for 2x660 MW DVC Raghunathpur Phase-II project (SG Island)</p>	<p>SPECIFICATION NO.</p>	<p>PE-TS -528-101-Y 004</p>
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SCOPE OF ENQUIRY


This specification covers supply, installation and Operating System (OS) configuration of Hardware with 1-year default comprehensive on-site warranty and 3 years of comprehensive on-site Annual Maintenance Contract (AMC)/support as detailed in subsequent parts of the specification for 2x660 MW DVC Raghunathpur Phase-II project (SG Island) project of customer DVC.

TECHNICAL REQUIREMENTS

[A] REQUIREMENT


1. Supply, installation and configuration of two (2) computers at DVC.
2. Offered hardware shall meet the minimum specification requirement for hardware as provided in the Section B.
3. The supplied hardware must be accompanied with necessary computer peripherals (Keyboard, mouse, monitor etc.). Any additional items such as cables needed to complete installation & configuration of the hardware shall be provided by the bidder.
4. All hardware shall have 1-year default comprehensive on-site warranty and 3 years of comprehensive on-site AMC/support. Service Level Agreement (SLA) shall be applicable for the entire contract period, details are given in the Section SLA.
5. All computers shall have genuine licensed software and perpetual in nature.
6. All supplied computer will be used and owned by DVC. The supply items to be shipped and installed at following DVC address:

S. No.	Project	Address of first location for installation of E3D	Address of second location for installation of E3D
4	RAGHUNATHPUR THERMAL POWER PROJECT	Damodar Valley Corporation, Chief Engineer, C&M Department, 3rd Floor, DVC Towers, VIP Road, Kolkata, West Bengal	2x660 MW DVC Raghunathpur TPS- Phase -II (SG island) Village: Raghunathpur, District- Purulia, West Bengal- 723134

	<p>Technical specification for Supply of hardware for 2x660 MW DVC Raghunathpur Phase-II project (SG Island)</p>	<p>SPECIFICATION NO.</p>	<p>PE-TS -528-101-Y 004</p>
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[B] HARDWARE SPECIFICATIONS:

Computer Requirement	
Hardware/Software Recommendations	<p>Dell/ HP/Lenovo/Fujitsu or equivalent The vendors need to supply the complete unit prebuilt from the factory of OEM and all the components need to have OEM Part codes</p> <p>OS: Microsoft Window 10 Pro (64 bit) (version 1709 or higher). Microsoft .NET Framework 4.7.2 Recovery / image CD to be supplied for the requested OS. It should be upgradable to Windows 11 or the latest OS 64-bit version</p> <p>CPU: Intel Core i7 Processor, 2.50 GHz (equivalent or higher), with 4 hardware cores(minimum)</p> <p>RAM: Minimum 32 GB DDR4 2933 Mhz or higher RAM installed</p> <p>Hard disk drive: 256GB PCIe NVMe TLC M.2 Solid State Drive, 1TB 7200rpm SATA 3.5" HDD</p> <p>USB Port: Minimum 2 x USB 3.1 in front and minimum 4 x USB 3.1 in back</p> <p>Monitor: OEM make, 24" Full HD with minimum Resolution of 1920 x 1200</p> <p>LAN: GbE LAN or higher network interface, latency should be less than 1ms between client and database server</p> <p>Keyboard: OEM make with 104 keys Mouse: OEM make with 3 buttons with a scroll wheel</p> <p>Audio: Integrated Audio with Internal speakers</p> <p>CD/DVD WRITER (CD/DVD-RW): DVD +- RW multi-layer Drive, must support Multi-Read.</p> <p>Drivers: CD having drivers suitable for Windows 10 Professional and latest OS, with installation / set up utilities to be provided.</p> <p>Software: Microsoft Office Suite Business Edition 2019 or later Internet Explorer 10 or later. Microsoft Visual C++ Redistributable. Microsoft Data Access Components (MDAC) 2.8.1.</p> <p>3D graphics card: NVIDIA Quadro P2000/P2200/M2000/AMD FirePro WX5100 DirectX support: Direct X12, Shader Model 5.1</p> <p>Peripheral Hardware/component: Accompanied/ peripheral hardware for complete installation and configuration of above hardware at site</p> <p>Security Feature: Chassis lock</p> <p>Warranty: OEM Warranty/AMC/Support (labour, parts, on-site): minimum 1-year default comprehensive on-site warranty and 3 years of comprehensive on-site AMC/support.</p>


	<p>Technical specification for Supply of hardware for 2x660 MW DVC Raghunathpur Phase-II project (SG Island)</p>	<p>SPECIFICATION NO.</p>	<p>PE-TS -528-101-Y 004</p>
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[C] BILL OF QUANTITY (BOQ)

Sr. No.	Item Name	Measuring Unit	Qty.
1	Computer with 1-year default comprehensive on-site warranty as mentioned in Section B.	No.	2
2	3-year comprehensive on-site AMC/support charges for item at S. No. 1 above.	Lot	1

- a) Bidder shall submit Certificate of Conformance (CoC) and Data Sheet before dispatch of material.
- b) One-year default comprehensive warranty will start only after date of installation and successful demonstration of hardware working at DVC address as per mutually agreed schedule in line with BHEL approved Data Sheets as submitted by bidder post-order.
- c) Demonstration of working of all hardware shall be done in network ready (server-client) manner, for acceptance.
- d) Comprehensive on-site AMC/support will start after completion of 1-year default on-site warranty period.

(Signature and Stamp of the Bidder)


	<p>Technical specification for Supply of hardware for 2x660 MW DVC Raghunathpur Phase-II project (SG Island)</p>	<p>SPECIFICATION NO.</p>	<p>PE-TS -528-101-Y 004</p>
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[D] SCHEDULE of SUPPLY, INSTALLATION and AMC

S.No.	Zero Date	Date of PO
1	Supply & Installation of hardware at DVC address	12 Weeks from the date of PO
2	Service request raised during AMC by BHEL/DVC.	All issues must be resolved within 5 working days of DVC from the date of raising the issue.

- a) Bidder shall submit Certificate of Conformance (CoC) and Data Sheet before dispatch of material.
- b) One-year default comprehensive warranty will start only after date of installation and successful demonstration of hardware working at DVC address as per mutually agreed schedule in line with BHEL approved Data Sheets as submitted by bidder post-order.
- c) Demonstration of working of all hardware shall be done in network ready (server-client) manner, for acceptance.
- d) Comprehensive on-site AMC/support will start after completion of 1-year default on-site warranty period.


(Signature and Stamp of the Bidder)

	<p>Technical specification for Supply of hardware for 2x660 MW DVC Raghunathpur Phase-II project (SG Island)</p>	<p>SPECIFICATION NO.</p>	<p>PE-TS -528-101-Y 004</p>
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Service Level Agreement (SLA)

1. SLA will be applicable for the entire contract period.
2. If the performance of any machine is not found satisfactory, the same has to be made working/functional within next 5 working days of DVC from raising of call/reporting to support desk.
3. The bidder shall offer 1-year default comprehensive warranty and Comprehensive on-site AMC/support at the designated location & shall cover each and every part of the Computer including parts having limited life etc. The purchaser is not liable to pay any extra charges on any account during warranty period.
4. Any part or parts fail or proved defective during the contract period owing to defect in design, material or workmanship, the bidder shall have to repair/replace them at the place of installation to make the system fully functional without asking for any charges.
5. The cost of labour and any other associated expenditure for resolution of issues shall be borne by the bidder.

(Signature and Stamp of the Bidder)

	<p>Technical specification for Supply of hardware for 2x660 MW DVC Raghunathpur Phase-II project (SG Island)</p>	<p>SPECIFICATION NO.</p>	<p>PE-TS -528-101-Y 004</p>
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IMPORTANT NOTES FOR BIDDER:

1. Bidder to comply with the requirement of BOQ & PQR. Bidder to submit documents supporting PQR compliance.
2. All software licenses shall be valid and perpetual.
3. Demonstration of working of all hardware shall be done in network ready (server-client) manner, for acceptance.
4. Following duly filled-in formats to be signed, stamped with company seal and submitted by the bidders with technical offer:
 - a. Technical Specification
 - b. "Quoted" entered for each item in Un-Priced Schedule.
 - c. PQR and documents supporting PQR compliance
 - d. Schedule of Supply, Installation and AMC
 - e. SLA
 - f. Bidder to confirm that there is no deviation with respect to technical specification
5. Documentation Requirement: Post Order
 - a) Technical data sheet of complete unit like CPU, SMPS, SSD, Mouse, Keyboard etc.
6. Packing Details: Packing shall be suitable for electronic item with proper signage on the packing.

(Signature and Stamp of the Bidder)