

**BHARAT HEAVY ELECTRICALS LIMITED**  
**HARIDWAR-249403.**

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

**Note:** This Annexure has to be mandatorily filled & signed by the vendor and submitted along with Technical bid.

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

| Sl<br>No | BHEL Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Supplier<br>Acceptance<br>/Comments |
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| 01       | <p><b>Pre-Qualification Criteria:</b></p> <p>1.1 <b>Technical / PQR</b> - Applicable</p> <p>1.2 Credentials furnished by the bidder against "Technical Parameters" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.</p> <p>1.3 Bidder to submit Integrity Pact in the attached format with its offer – <b>NOT APPLICABLE</b></p> <p>1.4 Price Bids of only those bidders shall be opened who are stand qualified after compliance of "Technical Parameters" &amp; techno-commercial bid is acceptable to BHEL as per technical specifications and who are approved by customers (if applicable).</p> <p>1.5 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect.</p> <p>1.6 MSME vendors can get themselves registered on either of the TReDS platforms, viz. C2treds (the TReDS platform of C2FO Factoring Solutions Private Limited), RXIL, Invoice Mart or M1 xchange, and upload Invoices &amp; dispatch documents for processing of payments.</p> <p>1.7 Items are for commercial re-sale.</p> <p>1.8 The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.</p> |                                     |

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| 02 | <p><b>Scope of Supply/Work:</b></p> <ul style="list-style-type: none"> <li>• Scope of supply (Bid price to include all cost components)- Only supply of Goods.</li> <li>• ITEMS ARE REQUIRED WITHOUT TILTING &amp; TRANSFER DEVICES.</li> <li>• <i>Delivery is not sacrosanct. Vendor to quote best possible delivery in the offer.</i></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 03 | <p><b>PRICE BASIS:</b></p> <p>Price in INR should be quoted for F.O.R. DESTINATION delivery to BHEL Haridwar<br/>GSTIN: 05AAACB4146P1ZL</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| 04 | <p><b>TAXES &amp; DUTIES:</b></p> <p><b>4.1</b> The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods &amp; services consumed and output goods &amp; services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead).</p> <p>However, provisions regarding <b>GST</b> on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p><b>4.2 GST (Goods and Services Tax): Quoted rates shall be inclusive of all the components i.e. Packing, Forwarding, Freight, GST etc.</b></p> <p><b>4.2.1</b> Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p> <p><b>4.2.2</b> The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL &amp; its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL &amp; its Supplier/Vendor.</p> <p><b>4.2.3</b> Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.</p> |  |

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

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

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

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

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

- a) Supply of goods and/or services have been received by BHEL.
- b) Original Tax Invoice has been submitted to BHEL.
- c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
- d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
- e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
- f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
- g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

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

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

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

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

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

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

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

**4.2.16 Variation in Taxes & Duties:**

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

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

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

**4.2.17 Action against Bidders / vendor / supplier / contractor in case of default:**

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss

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|    | <p>of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.</p> <p>Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website <a href="https://www.bhel.com/guidelines-suspension-businessdealings-Suppliers_contractors">https://www.bhel.com/guidelines-suspension-businessdealings-Suppliers_contractors</a></p> <p><b>4.3 Income Tax:</b></p> <p><b>TDS/TCS</b> as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor’s bill.</p> <p><b>4.4 Supplier HSN Code &amp; Applicable GST %</b> (Price to be mentioned included / extra as per GST Guideline.) _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| 05 | <b>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): Not Applicable</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| 06 | <p><b>INSPECTION / INSPECTION &amp; TESTING AT SUPPLIERS WORKS:</b></p> <p>BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third-party test shall be final and binding on the Supplier/Vendor.</p> <p>BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers’ works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.</p> <p>Vendor should raise inspection call for BHEL / TPI inspection at least 4 days in advance to the planned date of inspection. if customer inspection is envisaged at vendor’s works, vendor should give inspection call at least 7 days in advance to the planned date of inspection.</p> <p>If a re-visit of BHEL appointed TPIA is required at vendor’s works due to:</p> <p>(a) Complete material not being offered during inspection (whilst physical visit of Inspection Engineer at Supplier’s work) with respect to offered quantity mentioned in raised inspection call.</p> <p>(b) Lapses on account of supplier has led to rejection of offered material (as per approved QAP/Technical specification/other pertinent requirement while carrying out inspection)</p> <p>Additional visit charges to be paid by BHEL to TPIAs shall be deducted from supplier’s bills as penalty.</p> |  |
| 07 | <b>DELIVERY:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |

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|    | <p>As per Enquiry and Annexure-Item Details. Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not suit BHEL requirement.</p> <p><b>NOTE:</b></p> <p>a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 08 | <p><b>TRANSIT INSURANCE:</b></p> <p>Transit Insurance of material is in vendor scope.</p> <p>Delivery of items must essentially be FOR BHEL Haridwar basis. Freight for sending PO items from vendor works to BHEL Haridwar shall be borne by vendor at its own cost &amp; responsibility.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 09 | <p><b>PAYMENT TERMS:</b></p> <p>"Payment shall be made within 45/ 60/ 90 days (as applicable for MSE, Medium and Non-MSME bidders respectively) from the material entry date in BHEL, subject to submission of non-discrepant documents by the vendor, uploading of all documents on BHEL's SUVIDHA portal at the time of dispatch, and the acceptance of material by BHEL after receipt.</p> <p>Note: This is in supersession of 10 days' time as provided in Clause 12 of GeM GTC and also 45 days from CRAC as provided in the standard format of GeM Bid under Payment Timelines".</p> <p>OR</p> <ul style="list-style-type: none"> <li>Where there is any objection regarding acceptance of goods, the same shall be informed to supplier within fifteen days from the day of the delivery of goods.</li> </ul> <p>However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes &amp; Duties) above.</p> <p><b><i>"For supply orders placed on Indian Suppliers:</i></b></p> <p><i>Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch &amp; invoice details on BHEL SUVIDHA portal at <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal.</i></p> |  |

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|    | <p><i>The material will not be accepted inside BHEL in absence of the above."</i></p> <p><b>a) NO INTEREST PAYABLE TO CONTRACTOR</b></p> <p>No interest shall be payable on the security deposit or any other money due to the Supplier.</p> <p>"In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ( i.e RXIL, MI xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the BHEL unit. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission.</p> <p>Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the BHEL unit on the respective TReDS platform selected by the supplier.</p> <p>The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform.</p> <p>In case discounting is not availed by the supplier on TReDS, <b>the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract."</b></p> |  |
| 10 | <p><b>DOCUMENTS REQUIRED FOR BILL PROCESSING:</b></p> <p>The following documents are required to be sent with Material Dispatch/Billing Documents:</p> <ul style="list-style-type: none"> <li>• Original Tax Invoice (As per Cl. No. 4 above).</li> <li>• Digital Invoice is applicable w.e.f. 01.04.2025</li> <li>• Test Certificate Required</li> <li>• Inspection Report</li> <li>• GST compliance certificate</li> <li>• Rest documents as mentioned in the PO remarks.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 11 | <p><b>BANK DETAILS FOR EMD &amp; PERFORMANCE SECURITY SUBMISSION:</b></p> <p>NOT Applicable</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| 12 | <b>EARNEST MONEY DEPOSIT: NOT APPLICABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 13 | <b>PERFORMANCE SECURITY: NOT APPLICABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| 14 | <p><b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b></p> <p><b>14.1</b> The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> <li>Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</li> <li>The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |

- to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period
- III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
  - IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
  - V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
  - VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
  - VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
  - VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
  - IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
  - X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

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

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

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

- i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the

- security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
  - iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
  - v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
    - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
    - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
  - vi. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
  - vii. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
  - viii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

**Note:**

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

- (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

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|    | <p><b>LD against delay in executed supply in case of Termination of Contract:</b></p> <p>LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.</p> <ol style="list-style-type: none"> <li>Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</li> <li><b>Let the value of executed supply till the time of termination of contract= X</b></li> <li>Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</li> <li>Delay in executed supply attributable to Supplier/Vendor i.e. <math>T2 = [1 - (X/Y)] \times T1</math></li> <li>LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.</li> </ol>                                                                                                                                                                                     |  |
| 15 | <p><b>BILL TO/ SHIP TO ADDRESS:</b></p> <p>To<br/>In charge (Store- Shipping)<br/>Bharat Heavy Electricals Ltd, Ranipur, Haridwar, Uttarakhand-249403</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| 16 | <p><b>GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS:</b></p> <p>a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 months from the date of acceptance at BHEL Haridwar. If the delivered product is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) or FOR - BHEL Stores / designated destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate based on the contract conditions. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.</p> <p>b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.</p> <p>c) RETURN OF REJECTED MATERIAL FOR REPLACEMENT: The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement/submission of BG/refund of amount paid.</p> |  |

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |             |                                |             |                                |       |  |  |  |  |       |  |  |  |  |  |
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| 17             | <p><b>MICRO AND SMALL ENTERPRISES (MSE):</b></p> <p>Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table><tr><td>Type under MSE</td><td>UDYAM No</td><td>SC/ST Owned</td><td>Women Owned</td><td>Others (Excluding SC/ST/Women)</td></tr><tr><td>Micro</td><td></td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td><td></td></tr></table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS &amp; DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in NIC portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p> | Type under MSE | UDYAM No    | SC/ST Owned                    | Women Owned | Others (Excluding SC/ST/Women) | Micro |  |  |  |  | Small |  |  |  |  |  |
| Type under MSE | UDYAM No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | SC/ST Owned    | Women Owned | Others (Excluding SC/ST/Women) |             |                                |       |  |  |  |  |       |  |  |  |  |  |
| Micro          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |             |                                |             |                                |       |  |  |  |  |       |  |  |  |  |  |
| Small          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |             |                                |             |                                |       |  |  |  |  |       |  |  |  |  |  |
| 18             | <p><b>LIQUIDATED DAMAGE:</b></p> <p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p> <p>If vendor do not mention anything about LD clause in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.</p>                                                                                                                                                                         |                |             |                                |             |                                |       |  |  |  |  |       |  |  |  |  |  |
| 19             | <p><b>INTEGRITY PACT (IP): Not Applicable</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |             |                                |             |                                |       |  |  |  |  |       |  |  |  |  |  |

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| 20 | <p><b>PREFERENCE TO MAKE IN INDIA: Applicable</b></p> <p>For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the Bid, the same shall be applicable even if issued after issue of this Bid, but before opening of Part-II bids against this Bid.</p> <p>For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant, and in case of defaults, penalty upto 10% of the contract value shall be imposed.</p> <p><b>20.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017: Applicable</b></p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -</p> <ul style="list-style-type: none"> <li>a. An entity incorporated established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian (or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ul> <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <ul style="list-style-type: none"> <li>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</li> </ul> |
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|    | <p>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>(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.</p> <p>(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids</p> |  |
| 21 | <p><b>Settlement of Dispute:</b></p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |

binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1

#### **21.1 Conciliation:**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com))).

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

#### **21.2 ARBITRATION:**

In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

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.

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.

In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
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|           | <p>having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p><b>21.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| <b>22</b> | <p><b>JURISDICTION</b></p> <p>Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Haridwar, Uttarakhand shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p><b>GOVERNING LAWS `1</b></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>23</b> | <p><b>FORCE MAJEURE</b></p> <p>23.1 "Force Majeure" shall mean circumstance which is:</p> <ul style="list-style-type: none"> <li>a) beyond control of either of the parties to contract,</li> <li>b) either of the parties could not reasonably have provided against the event before entering into the contract,</li> <li>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</li> <li>d) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to: <ul style="list-style-type: none"> <li>i. War, hostilities, invasion, act of foreign enemies.</li> <li>ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</li> <li>iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</li> <li>vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</li> <li>vii. Epidemic, pandemic etc.</li> </ul> </li> </ul> <p>23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> |  |

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|    | <p>23.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>23.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none"> <li>i) Constitute a default or breach of the Contract.</li> <li>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.</li> </ul> <p>23.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p> |  |
| 24 | <p><b>Non-Disclosure Agreement:</b></p> <p>The bidders shall enter into the Non-disclosure agreement separately.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 25 | <p><b>Cartel Formation</b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 26 | <p><b>Fraud Prevention Policy</b></p> <p>Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| 27 | <p><b>Suspension of Business Dealings with Suppliers / Contractors:</b></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award /execution / post-execution stage indulges in any act, including but not limited to, 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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |

|                                                                                                                                  | law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage:<br><a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a> .                                                                                                                                                                                                                 |                                                                                                                                  |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
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| 28                                                                                                                               | <p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</p> <table border="1"><tr><td><b>Harjesh Verma/Manager (PPX-T)</b><br/>Email ID: <a href="mailto:harjesh@bhel.in">harjesh@bhel.in</a><br/>Landline: 01334-281889</td><td><b>Rahul Sharma/DGM (PPX-T)</b><br/>Email ID: <a href="mailto:rahul.sharma@bhel.in">rahul.sharma@bhel.in</a><br/>Landline: 01334-285604</td></tr></table> | <b>Harjesh Verma/Manager (PPX-T)</b><br>Email ID: <a href="mailto:harjesh@bhel.in">harjesh@bhel.in</a><br>Landline: 01334-281889 | <b>Rahul Sharma/DGM (PPX-T)</b><br>Email ID: <a href="mailto:rahul.sharma@bhel.in">rahul.sharma@bhel.in</a><br>Landline: 01334-285604 |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
| <b>Harjesh Verma/Manager (PPX-T)</b><br>Email ID: <a href="mailto:harjesh@bhel.in">harjesh@bhel.in</a><br>Landline: 01334-281889 | <b>Rahul Sharma/DGM (PPX-T)</b><br>Email ID: <a href="mailto:rahul.sharma@bhel.in">rahul.sharma@bhel.in</a><br>Landline: 01334-285604                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                  |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
| 29                                                                                                                               | <p><b>Order of Precedence:</b></p> <p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <p>a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</p> <p>b. Buyer Added Bid Specific ATC</p> <p>c. Special conditions of the contract</p> <p>c. Technical Conditions of Contract (TCC)</p> <p>d. GeM GTC</p>                                                                                                                                                                                                                                                                                                                |                                                                                                                                  |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
| 30                                                                                                                               | <p><b>Quality Requirements:</b></p> <table border="1"><tr><th colspan="3">Annexure -1</th></tr><tr><th>Mat Code</th><th>Product</th><th>Technical Parameters</th></tr><tr><td rowspan="12">HW7799922320</td><td rowspan="12">CRYOCAN TA-55 WITH RUBBER RING S &amp; PAD<br/>SIZE: 51.5 LTR. CAPACITY CONTAINER</td><td>BRAND</td></tr><tr><td>MODEL</td></tr><tr><td>MATERIAL</td></tr><tr><td>DESIGN</td></tr><tr><td>CAPACITY</td></tr><tr><td>EMPTY WEIGHT</td></tr><tr><td>FULL WEIGHT</td></tr><tr><td>NECK DIAMETER(MM)</td></tr><tr><td>OUTER DIAMETER (MM)</td></tr><tr><td>TOTAL HEIGHT (MM)</td></tr><tr><td>STATIC EVAPORATION RATE</td></tr><tr><td>STATIC HOLDING TIME (NO. OF DAYS)</td></tr></table>                                        | Annexure -1                                                                                                                      |                                                                                                                                       |  | Mat Code | Product | Technical Parameters | HW7799922320 | CRYOCAN TA-55 WITH RUBBER RING S & PAD<br>SIZE: 51.5 LTR. CAPACITY CONTAINER | BRAND | MODEL | MATERIAL | DESIGN | CAPACITY | EMPTY WEIGHT | FULL WEIGHT | NECK DIAMETER(MM) | OUTER DIAMETER (MM) | TOTAL HEIGHT (MM) | STATIC EVAPORATION RATE | STATIC HOLDING TIME (NO. OF DAYS) |  |
| Annexure -1                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                  |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
| Mat Code                                                                                                                         | Product                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Technical Parameters                                                                                                             |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
| HW7799922320                                                                                                                     | CRYOCAN TA-55 WITH RUBBER RING S & PAD<br>SIZE: 51.5 LTR. CAPACITY CONTAINER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | BRAND                                                                                                                            |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MODEL                                                                                                                            |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MATERIAL                                                                                                                         |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DESIGN                                                                                                                           |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CAPACITY                                                                                                                         |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | EMPTY WEIGHT                                                                                                                     |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | FULL WEIGHT                                                                                                                      |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | NECK DIAMETER(MM)                                                                                                                |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | OUTER DIAMETER (MM)                                                                                                              |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | TOTAL HEIGHT (MM)                                                                                                                |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | STATIC EVAPORATION RATE                                                                                                          |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | STATIC HOLDING TIME (NO. OF DAYS)                                                                                                |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
| 31                                                                                                                               | <p><b>Validity:</b></p> <p>Validity of the offer should be minimum 90 days from tender opening date.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                  |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
| 32                                                                                                                               | <p><b>Order Acknowledgement (If order awarded):</b></p> <p>In case order acknowledgement is not received within 7 days, purchase order will be deemed to be accepted by vendor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                  |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |
| 33                                                                                                                               | <p><b>Conflict of interest:</b></p> <p>The bidder 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:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                  |                                                                                                                                       |  |          |         |                      |              |                                                                              |       |       |          |        |          |              |             |                   |                     |                   |                         |                                   |  |

- a) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- c) 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.

- d) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor 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-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder 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 Bidder(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 Bidder 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 BHEL as per extant policies/ guidelines.

#### **Conflict of interest:**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|    | <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components/ subassembly/ Assemblies from. one bidding manufacturer in more than one bid; or</u></p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or</p> <p>In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business.”</p> |  |
| 34 | <p><b>Compliances of GeM GTC:</b></p> <p>All other terms &amp; conditions shall be as per the latest GTC of GeM.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 35 | <p><b>Reverse Auction:</b> APPLICABLE</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 36 | <p><del>As per Gazette of India ref no. CG DL E 18122025-268626 “Policy for providing preference to domestically manufactured iron &amp; steel products in government procurement revised, 2025</del></p> <p><del>Suppliers to provide the details of HSN code for the items they are offering against the tender.</del></p> <p><del>In case if supplier is supplying items having HSN code covered in the above mentioned policy document, then, the suppliers to submit duly filled Self Certificate in the format given in the Appendix A &amp; B.</del></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 37 | <p><b>Environmental compliance for transportation vehicles:</b></p> <p>In case of award of contract against this NIT, it is to be ensured by seller that all vehicles deployed for transportation of material to BHEL premises/ project sites comply with the applicable emission norms prescribed by the Central/State Pollution Control Authorities and other statutory authorities. The vehicles shall possess a valid Pollution Under Control (PUC) Certificate throughout the period of transportation. BHEL reserves the right to verify the validity of the PUC certificate at the time of entry of the vehicle into the premises. Non-compliance may result in denial of entry of the vehicle and any consequential delay shall be to the seller's account.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 38 | <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li> <li>2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Buyer Added Bid Specific Additional Terms &amp; Conditions (ATC), Special terms and conditions, Technical specifications and requirements, Latest Version of GeM General Terms and Conditions will lead to rejection of offer.</li> <li>3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</li> <li>4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</li> <li>5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</li> <li>6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.</li> </ol> |  |
| 39 | <p><b>Enclosure:</b></p> <p>Annexure-1: Check List.</p> <p>Annexure-2: Offer forwarding letter / tender submission letter</p> <p>Annexure-3: No Deviation Certificate</p> <p>Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings</p> <p>Annexure-5: Declaration by Authorized Signatory</p> <p>Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents</p> <p>Annexure-7: Item Details</p> <p><del>Annexure-8: Integrity Pact</del></p> <p>Annexure-10: Declaration reg. Related Firms &amp; their areas of Activities</p> <p>Annexure-11: Declaration for relation in BHEL</p> <p>Annexure- 12: Declaration reg. minimum local content in line with revised public procurement</p> <p>Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017</p> <p>Annexure-14: Bank Account Details for E-Payment</p> <p><del>Annexure-15: Power of Attorney for submission of tender.</del></p> <p><del>Annexure-16: Proforma of Bank Guarantee for Earnest Money.</del></p> <p><del>Annexure-17: Proforma of Bank Guarantee for Performance Security.</del></p> <p>Annexure-18: List of Consortium Bank.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|    | <p>Vendor's Signature and seal</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |

## CHECK LIST

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

|      |                                                                                                        |                                                                                            |                    |
|------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------|
| A    | Name and Address of the Supplier                                                                       |                                                                                            |                    |
| B    | GSTN No. of the Supplier (Place of Execution of Contract / Purchase Order)                             |                                                                                            |                    |
| C    | Details of Contact person for this Tender                                                              | Name: Mr./ Ms.<br><br>Designation:<br><br>Telephone No:<br><br>Mobile No:<br><br>Email ID: |                    |
| D    | EMD DETAILS                                                                                            | Not Applicable                                                                             |                    |
| E    | DESCRIPTION                                                                                            | APPLICABILITY (BY BHEL)                                                                    | ENCLOSED BY BIDDER |
| i.   | Whether Pre - Qualification Criteria is understood and provided proper supporting documents.           | Applicable/ <del>Not</del><br>Applicable                                                   | YES / NO           |
| ii.  | Whether all pages of the Tender documents including annexures, appendices etc are read and understood. | Applicable/ <del>Not</del><br>Applicable                                                   | YES / NO           |
| iii. | Copy of PAN Card & GST registration                                                                    | Applicable/ <del>Not</del><br>Applicable                                                   | YES / NO           |
| iv.  | Submission of MSE certificate as specified in Tender                                                   | Applicable/ <del>Not</del><br>Applicable                                                   | YES / NO           |
| v.   | Offer forwarding letter / tender submission letter as per Annexure - 2                                 | Applicable/ <del>Not</del><br>Applicable                                                   | YES / NO           |
| vi.  | Submission of Certificate of No Deviation as per Annexure - 3                                          | Applicable/ <del>Not</del><br>Applicable                                                   | YES / NO           |
| vii. | Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure - 4              | Applicable/ <del>Not</del><br>Applicable                                                   | YES / NO           |

|        |                                                                                                       |                                             |          |
|--------|-------------------------------------------------------------------------------------------------------|---------------------------------------------|----------|
| viii.  | Declaration by Authorized Signatory as per Annexure - 5                                               | Applicable/<br><del>Not</del><br>Applicable | YES / NO |
| ix.    | Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure - 6        | Applicable/<br><del>Not</del><br>Applicable | YES / NO |
| x.     | Item details                                                                                          | Applicable/<br><del>Not</del><br>Applicable | YES / NO |
| xi.    | Submission of Integrity Pact as specified in Tender as per Annexure - 8                               | Applicable/<br><del>Not</del><br>Applicable | YES / NO |
| xii.   | Declaration reg. Related Firms & their areas of Activities as per Annexure - 10                       | Applicable/<br><del>Not</del><br>Applicable | YES / NO |
| xiii.  | Declaration for relation in BHEL as per Annexure - 11                                                 | Applicable/<br><del>Not</del><br>Applicable | YES / NO |
| xiv.   | Declaration reg. minimum local content in line with revised public procurement as per Annexure - 12   | Applicable/<br><del>Not</del><br>Applicable | YES / NO |
| xv.    | Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure - 13 | Applicable/<br><del>Not</del><br>Applicable | YES / NO |
| xvi.   | Bank Account Details for E-Payment as per Annexure - 14                                               | Applicable/<br><del>Not</del><br>Applicable | YES / NO |
| xvii.  | Power of Attorney for submission of tender as per Annexure - 15                                       | Applicable/<br><del>Not</del><br>Applicable | YES / NO |
| xviii. | Proforma of Bank Guarantee for Earnest Money as per Annexure - 16                                     | Applicable/<br><del>Not</del><br>Applicable | YES / NO |
| xix.   | Bank Guarantee for security deposit- As per Annexure-17                                               | Applicable/<br><del>Not</del><br>Applicable | YES / NO |
| xx.    | List of Consortium Bank- As per Annexure-18                                                           | Applicable/<br><del>Not</del><br>Applicable | YES / NO |

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

DATE:

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

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

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

Offer Reference No: .....

Date: .....

To,  
Sr. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281889;  
Email: harjesh@bhel.in; [rahul.sharma@bhel.in](mailto:rahul.sharma@bhel.in)

Dear Sir,

Sub: Submission of Offer against GeM enquiry no: .....

Having examined the tender documents against your Tender Reference No. ....dt..... and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with ....., we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

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

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

**CERTIFICATE OF NO DEVIATION**

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

To,

Sr. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281889;  
Email: harjesh@bhel.in; [rahul.sharma@bhel.in](mailto:rahul.sharma@bhel.in)

Dear Sir,

Subject: No Deviation Certificate

Ref:

- 1) Enquiry No:.....
- 2) All other pertinent issues till date

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

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

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

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

Yours faithfully,

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

Date:

Place:

**UNDERTAKING**

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

To,

Sr. Manager / PPX-T

3rd Floor, Main Admin building HEEP Haridwar-249403

Uttarakhand. Phone: 01334-281889;

Email: harjesh@bhel.in; [rahul.sharma@bhel.in](mailto:rahul.sharma@bhel.in)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Enquiry No:

I/We, declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

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

Place:

Date:

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To,

Sr. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281889;  
Email: harjesh@bhel.in; [rahul.sharma@bhel.in](mailto:rahul.sharma@bhel.in)

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref:

- 1) Enquiry No:.....
- 2) All other pertinent issues till date

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

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

Yours faithfully,

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

Enclosed: Power of Attorney

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To,

Sr. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281889;  
Email: harjesh@bhel.in; [rahul.sharma@bhel.in](mailto:rahul.sharma@bhel.in)

Dear Sir,

Sub : Declaration by Authorized Signatory regarding Authenticity of submitted documents.

Ref :

- 1) Enquiry No:.....
- 2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

ITEM DETAILS

- ITEM CODE: HW7799922320  
CRYOCAN TA-55 WITH RUBBER RINGS & PAD  
SIZE: 51.5 LTR.CAPACITY CONTAINER

| Annexture -1 |                                                                                 |                                   |               |
|--------------|---------------------------------------------------------------------------------|-----------------------------------|---------------|
| Mat Code     | Product                                                                         | Technical Parameters              |               |
| HW7799922320 | CRYOCAN TA-55 WITH RUBBER RING<br>S & PAD<br>SIZE: 51.5 LTR. CAPACITY CONTAINER | BRAND                             | CRYOCAN       |
|              |                                                                                 | MODEL                             | TA-55         |
|              |                                                                                 | MATERIAL                          | ALUMINIUM     |
|              |                                                                                 | DESIGN                            | FREE STANDING |
|              |                                                                                 | CAPACITY                          | 51.5 LTR.     |
|              |                                                                                 | EMPTY WEIGHT                      | 15.0 KG       |
|              |                                                                                 | FULL WEIGHT                       | 56.6 KG       |
|              |                                                                                 | NECK DIAMETER(MM)                 | 51            |
|              |                                                                                 | OUTER DIAMETER (MM)               | 460           |
|              |                                                                                 | TOTAL HEIGHT (MM)                 | 717           |
|              |                                                                                 | STATIC EVAPORATION RATE           | 0.43          |
|              |                                                                                 | STATIC HOLDING TIME (NO. OF DAYS) | 120           |

## DECLARATION

Date:

To,

Sr. Manager / PPX-T

3rd Floor, Main Admin building HEEP Haridwar-249403

Uttarakhand. Phone: 01334-281889;

Email: harjesh@bhel.in; [rahul.sharma@bhel.in](mailto:rahul.sharma@bhel.in)

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

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

|   |                                     |  |
|---|-------------------------------------|--|
| 1 | Material Category/ Work Description |  |
|   | Name of Firm                        |  |
|   | Address of Firm                     |  |
|   | Nature of Business                  |  |
|   | Name of Family Member               |  |
|   | Relationship                        |  |
| 2 | Material Category/ Work Description |  |
|   | Name of Firm                        |  |
|   | Address of Firm                     |  |
|   | Nature of Business                  |  |
|   | Name of Family Member               |  |
|   | Relationship                        |  |
| 3 |                                     |  |

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

Regards, ( )

From: M/s

Supplier Code:

Address:

## DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

Sr. Manager / PPX-T

3rd Floor, Main Admin building HEEP Haridwar-249403

Uttarakhand. Phone: Phone: 01334-281143;

Email: harjesh@bhel.in; [rahul.sharma@bhel.in](mailto:rahul.sharma@bhel.in)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref:

1) Enquiry 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 Bidder)

Note:

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

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19TH JULY, 2024 AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

Sr. Manager / PPX-T

3rd Floor, Main Admin building HEEP Haridwar-249403

Uttarakhand. Phone: 01334-281889;

Email: harjesh@bhel.in; [rahul.sharma@bhel.in](mailto:rahul.sharma@bhel.in)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref:

1) Enquiry No:.....

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by .....

(supplier name) has a local content of .....% and this meets the local content requirement for 'Class-

I local supplier' / 'Class II local supplier' \*\* as defined in Public Procurement (Preference to Make in

India), Order 2017-Revision dated 19.07.2024 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. \_ 2. \_

3. \_ 4. \_

Thanking you, Yours faithfully,

(Signature, Date & Seal of

Authorized Signatory of the Bidder)

\*\* - Strike out whichever is not applicable.

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).

In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**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,

Sr. Manager / PPX-T  
3rd Floor, Main Admin building HEEP Haridwar-249403  
Uttarakhand. Phone: 01334-281889;  
Email: harjesh@bhel.in; [rahul.sharma@bhel.in](mailto:rahul.sharma@bhel.in)

Dear Sir,

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

Ref:

- 1) Enquiry No:.....
- 2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with 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 Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

**BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and ENDORSED (SIGNED & STAMPED) BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name:

2. Beneficiary Account No.:

3. Bank Name &Branch:

4. City/Place:

5. 9-digit MICR Code of Bank Branch:

6. IFSC Code of Bank Branch:

7. Beneficiary E-mail ID:  
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same

**LIST OF CONSORTIUM BANK**

| Sl. No. | NAME OF THE BANK                              |
|---------|-----------------------------------------------|
| 1       | State Bank of India                           |
| 2       | Canara Bank                                   |
| 3       | IDBI Bank Limited                             |
| 4       | ICICI Bank Limited                            |
| 5       | HDFC Bank Limited                             |
| 6       | Axis Bank                                     |
| 7       | IndusInd Bank Limited                         |
| 8       | Bank of Baroda                                |
| 9       | Exim Bank                                     |
| 10      | Indian Bank                                   |
| 11      | Punjab National Bank                          |
| 12      | Union Bank of India                           |
| 13      | Yes Bank Limited                              |
| 14      | RBL Bank Ltd.                                 |
| 15      | Standard Chartered Bank                       |
| 16      | Indian Overseas Bank                          |
| 17      | Kotak Mahindra Bank Limited                   |
| 18      | Federal Bank Limited                          |
| 19      | Hongkong and Shanghai Banking Corporation Ltd |