Annex-A

BHARAT HEAVY ELECTRICALS LIMITED
RANIPUR, HARIDWAR

PQR for Mat Code: D55995234102
Rev.00
Date: 21.09.2026

Sub: **Pre-Qualification Requirements (PQR) for** Indent No. **20262197 AUTOMATIC ISOPERIBOL OXYGEN BOMB CALORIMETER** for 2X660 MW Talcher Project.

1. The firm of Bidder should have been in existence in past 3 years as on date of bid opening. Supporting documents "i.e. Last 3 years "Profit & Loss account/Balance Sheet/ GST returns/Any other acceptable document certified by CA" proving the firm is active in past 3 years to be provided.

2. Bidder should have supplied **Automatic Isoperibol Oxygen Bomb Calorimeter** in last 05 years as on date of bid opening. Copy of purchase order, Proof of supply and commissioning report with end user details (e.g. Customer Name, Contact Number, Email ID etc.) should be attached for the same.

3. The offered **Automatic Isoperibol Oxygen Bomb Calorimeter,** i.e. make and model of the bomb calorimeter against current BHEL enquiry, have been commissioned/ handed over successfully to end user in a coal based thermal Power station before bid opening date. The bidder shall submit Commissioning / Installation / Hand Over Certificate and details of end user concerned official (e.g. Concerned Official Name, Organization, Contact Number, Email ID etc.) for the said item.

4. For Bidders offering upgraded / latest models of **Automatic Isoperibol Oxygen Bomb Calorimeter** in point 3 above, PQR of equivalent previous models is acceptable. For offered **Automatic Isoperibol Oxygen Bomb Calorimeter**, OEM shall certify that offered model is upgraded version of earlier model meeting PQR in point 3 above. The bidder shall submit Reference List of Projects wherein offered **Automatic Isoperibol Oxygen Bomb Calorimeter** is supplied & commissioned.

5. In case of Agent/Reseller/Traders, offering **Automatic Isoperibol Oxygen Bomb Calorimeter** from OEM, tender specific authorization letter from OEM is required, clearly indicating contact details like Name, E-mail & address of manufacturer.

हस्ताक्षर एवं दिनांक SIGN & DATE

सामग्री सच: सखय: कोअधिक्रममतकरता है

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ृवत्वाधिकार एवंगोपनीय
इस प्रलख म ि गय: सचन: भ्रत हव: इलक्ट्रिकल्स क: समपक्ि ह इसकाप्रत्यक्ष एवं अप्रत्यक्ष रूपसेककसीभीतरहप्रयोग , जोककम्पनीके दहत म हानकारकाहो न ककयाजाये।

हस्ताक्षर एवं दिनांक SIGN & DATE

सामग्री सच: सखंया INVENTO

Automatic Oxygen Bomb Calorimeter

1.0 General

The equipment should be complete set of be microprocessor-controlled automatic oxygen bomb calorimeter with touch screen display or computer controlled through compatible OEM software for estimation of calorific value of coal samples and should comply with ASTM– D 5865.

2.0 Technical Specifications for Automatic Oxygen Bomb Calorimeter:

2.1 Measurement Range: 3300 Kcal/Kg to 6000 Kcal/Kg for 1 gm of Sample.

2.2 Precision: 0.1 % RSD or better

2.3 Resolution: 0.0001 Cal/gm

2.4 Analysis Mode: Isoperibolic mode

2.5 Temperature Measuring Resolution: 0.0001 ˚C

2.6 Display: Color touch screen with graphical user Interface or computer controlled through compatible OEM software.

2.7 Computer/Printer: RS 232 Interface.

2.8 Sample Crucible Capacity: 0.5 gm – 1.5 gm

2.9 Measurement Precision (Repeatability / Reproducibility): As per BIS 1350 (Part – 2), 1970, ASTM D-5865/04 & DIN 51900 Methods.

2.10 Oxygen bomb: The oxygen combustion bomb should make with special stabilized stainless steel to resist the mixed Nitric acid and Sulphuric acid produced in combustion. It should have 342 ml capacity withstanding a hydrostatic pressure of 3000 – PSI max & working pressure of 1500 PSI.

2.11 Network connection: Ethernet.

2.12 Processing Capacity: Maximum 15 – 20 Minutes per sample.

2.13 47 Ltr Oxygen Gas Cylinder (filled with 99.9% purity gas) for sample analysis.

2.14 Computer & Printer: Latest Windows based computer with compatible software (Minimum configuration- i5 processor, Min. 4 GB RAM, 500 GB SSD, 19" Monitor, UPS for computer, Mouse Pad, Key Board, B/W laser Printer with speed 25 PPM or better) for handling of bomb calorimeter through OEM software.

2.15 Accessories: The equipment should come complete with required consumables (NIST certified benzoic acid pellets, crucibles, ignition wire, firing accessories kit, standard coal sample) required for 1000 analysis and all other required accessories/essentials along with the calibration certificate for pyrometer/ thermometer and test certificate for the bomb.

2.16 Any other accessories/consumables/reagents/standards/chemicals not specified but required for installation, commissioning and demonstration of equipment would be part of package and same should be supplied by bidder against BHEL enquiry.

fnukad ,oa gLrk{kj SIGN & DATE
SUPERSEDES INVENTORY NO.
। सामग्री सच: सखय: को अधिक्रममत करता है
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हस्ताक्षर एवं दिना SIGN & DATE
सामग्री सच: सखंया

Detailed printed Catalogue must be provided with the offer submitted along with undertaking from the Vendor to supply the genuine make equipment

3.0 General Terms & Conditions:

3.1 Document: Three copies of O&M manual in English language giving complete technical information for operation and maintenance of the equipment shall be supplied with the equipment.

3.2 Installation and Commissioning: The supplier shall Install & Commission the equipment at Talcher project site. Supplier should demonstrate the performance of the equipment and all its accessories to ensure compliance with complete specifications & parameters quoted by them to the satisfaction of BHEL / end user.

3.3 Guarantee / Warranty: The equipment shall be guaranteed / warranted for satisfactory performance for a period of 18 months from the date of installation & commissioning or 24 months from the date of dispatch, whichever is earlier.

3.4 Packing & Dispatch: The equipment / accessories shall be packed in a suitable water proof / vibration proof packing boxes capable of bearing air and road transit hazards.

3.5 "PCRI HWR" should be written in bold letters on all four sides of the box. Packing box shall be properly identified and marked with BHEL's (India) Purchase Order Number.

Buyer Added Bid Specific Additional Terms & Conditions (ATC) for "AUTOMATIC ISOPERIBOL OXYGEN BOMB CALORIMETER" of 2x660 MW Talcher STPP

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

Any deviation to the below mentioned terms shall be stated specifically in the comment's 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.	Terms Description	Supplier Acceptance/ Comments
1.	**PRE-QUALIFICATION CRITERIA:** **1.1 Pre-Qualification Requirement (Attached as Annexure-A):** The Pre-Qualification Requirements have been compiled and placed as **Annexure-A.** All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements. **Important Note:** ***Bidders should ensure completeness and correctness of all supporting documents of PQR along with their offer. BHEL reserve the right to close PQR within 30 days of opening of techno-commercial Bids. Offers of Bidder / Bidders, who do not meet PQR i.e. do not complete the PQR documentation within 30 days of opening of techno-commercial bid, may be ignored and no-further correspondence shall be entertained thereafter.*** **1.2** Submission of Integrity Pact (IP) duly signed: **Not Applicable** **1.3** 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. **1.4** Customer Approval: **Not Applicable** **Explanatory Notes for the PQR:** **i.** All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry. **ii.** Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL. **iii.** Price Bids of only those bidders shall be opened who stand qualified after compliance of Pre-qualification requirement (PQR), Technical requirement and approved by the End Customer (if required).	

Sl.	Terms Description	Supplier Acceptance/ Comments
2.	**SCOPE OF SUPPLY:** (A) Please quote your valuable offer as per BHEL Specification enclosed with the bid documents as Annex-B. (B) Bidders to upload point-wise compliance of BHEL Specifications along with the offer as a token of acceptance.	
3.	**YEAR OF MANUFACTURING:** The year of manufacturing should be within 1 year from date of supply of equipment.	
4.	**PRICE BASIS:** Price in INR to be quoted on FOR destination basis. The price will remain firm during the currency of the contract.	
	Kindly confirm that price has been quoted on **FOR destination basis inclusive of GST** (i.e. including all taxes, duties, local levies/ transportation /, packing & forwarding charges, etc.)	
5.	**TAXES & DUTIES:** **5.1** The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i. e. amount paid by BHEL + overhead). However, provisions regarding **GST** on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses. **5.2 GST (Goods and Services Tax)** **5.2.1** GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be **exclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition. **5.2.2** The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.	

Sl.	Terms Description	Supplier Acceptance/ Comments
	5.2.3 Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor. **5.2.4** 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. **5.2.5** Supplier/Vendor has to issue /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. **5.2.6** 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. **5.2.7** 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. **5.2.8** 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	

Sl.	Terms Description	Supplier Acceptance/ Comments
	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. **5.2.9** 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. **5.2.10** TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill. **5.2.11** 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. **5.2.12** 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. **5.2.13** In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment. **5.2.14** Any denial of input credit to BHEL or arising of any tax liability on BHEL due to noncompliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor. **5.2.15** 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. **5.2.16 <u>Variation in Taxes & Duties</u>:** 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.	

Sl.	Terms Description	Supplier Acceptance/ Comments
	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. 5.**3** **Income Tax:** **TDS/TCS** as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill. **5.4 HSN Code of Item & Applicable GST %** (To be filled by Supplier): _____	
6.	**MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC):** MDCC shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL. In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard. For issuance of MDCC, Supplier is required to submit PACKING LIST, GUARANTEE CERTIFICATE, COMPLETE TEST REPORTS, CALIBRATION CERTIFICATE FOR PYROMETER/ THERMOMETER, CERTIFIED CALIBRATION STANDARD SAMPLE, OXYGEN CYLINDER CCOE CERTIFICATE AND HYDRO TEST FOR BOMB ETC.	
7.	**Quality Requirements** Vendor shall submit the PACKING LIST, GUARANTEE CERTIFICATE, COMPLETE TEST REPORTS, CALIBRATION CERTIFICATE FOR PYROMETER/ THERMOMETER, CERTIFIED CALIBRATION STANDARD SAMPLE, OXYGEN CYLINDER CCOE CERTIFICATE AND HYDRO TEST FOR BOMB ETC. after receipt of the BHEL Purchase Order and prior to dispatch of the material, for obtaining the Material Dispatch Clearance Certificate (MDCC).	
8.	**DELIVERY:** BHEL's required delivery date is 15.03.2027. The delivery period indicated in the GeM bid is only indicative. The final delivery requirement shall be considered as 15.03.2027.	

<table>
<tr><th>Sl.</th><th>Terms Description</th><th>Supplier Acceptance/ Comments</th></tr>
<tr><td></td><td>Accordingly, bidders are requested to confirm the above delivery requirement or quote their best possible delivery period, in terms of the number of weeks/months from the date of placement of the Purchase Order, including the time required for issuance of MDCC as follows:

• 14 days for issuing dispatch clearance from the date of receipt of MDCC documents.
• 07 days for arranging dispatch of material from the date of providing MDCC by BHEL.
Any delay in document submission / approval / dispatch clearance will be in respective account.

The delivery requirement shall be considered as 15.03.2027 or the best possible delivery period quoted by the bidder from the date of placement of the Purchase Order, whichever is later.

<u>NOTE:</u>
a). If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any ‘Delivery extension’ is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.
b). In case BHEL increase the quantity during currency of the contract in line with quantity variation clause, delivery extension on pro-rata basis shall be given for supply of these additional quantity.</td><td></td></tr>
<tr><td>9.</td><td><u>TRANSIT INSURANCE:</u> Transit Insurance will be covered by BHEL under its open Insurance Policy.</td><td></td></tr>
<tr><td>10.</td><td><u>PAYMENT TERMS:</u>

a) 90% payment:

90% payment shall be released after submission of documents (as defined in cl 11 of ATC) including PBG @ 5% of Order value valid till entire Guarantee / Warranty period and after receipt of Material at BHEL Talcher project site, within no. of days as defined in the below table from the date of receipt of Material at site i.e. MRC date).

<table>
<tr><th>Type of Bidder</th><th>Payment Terms (Number of Days from Material receipt at site)</th></tr>
<tr><td>Micro & Small Enterprises (MSEs)</td><td>45 days</td></tr>
<tr><td>Medium Enterprises</td><td>60 days</td></tr>
<tr><td>Non MSME</td><td>90 days</td></tr>
</table></td><td></td></tr>
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Sl.	Terms Description	Supplier Acceptance/ Comments
	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.* However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above. **b) Balance 10% on successful Installation and Commissioning of item at site:** The supplier shall Install & Commission the equipment at Talcher project site. Supplier should demonstrate the performance of the equipment and all its accessories to ensure compliance with complete specifications & parameters quoted by them to the satisfaction of BHEL / end user. ***Cost for the same should be inclusive in the quoted prices.*** Installation and Commissioning will be done at following address: Head of Projects, NTPC LIMITED, TALCHER TPP, STAGE-III 2X660MW, PO TALCHER, DISTT- ANGUL STATE OF ODISHA, PIN 759101 ***Failing to comply to the above clause, the offer will be rejected straightaway.*** c) **NO INTEREST PAYABLE TO CONTRACTOR** No interest shall be payable on the security deposit or any other money due to the contractor.	
11.	**DOCUMENTS REQUIRED FOR BILL PROCESSING:** The following documents are required to be sent for Bill Processing and/or to be uploaded in BHEL SUVIDHA portal at *(https://suvidha.bhel.in/suvidha/)*: • Original digitally signed invoice • **Original LR** • Packing List • Guarantee/Warrantee certificate • Copy of MDCC issued by BHEL • Receipted Copy of LR / Proof of delivery (POD) / Material Receipt Certificate (MRC) from BHEL site • GST Compliance declaration • GeM Invoice • Consignee Receipt Cum Acceptance Certificate (CRAC)	

Sl.	Terms Description	Supplier Acceptance/ Comments
	• **E-invoice/ Digitally signed invoice** (digitally signed invoice if turnover less than or equal to Rs. 5.00 cr otherwise E-invoice to be provided). The E-invoice/digital invoice is required to be uploaded by vendors themselves at BHEL Haridwar's B2B portal. • Rest documents as mentioned in the PO remarks.	
12.	**<u>BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION</u>:** For Electronic Fund Transfer the details are as below: a) Name of the Beneficiary: Bharat Heavy Electricals Limited b) Bank Particulars: Name of the Company - BHARAT HEAVY ELECTRICALS LTD. Address of the company – HEEP, BHEL, SECTOR-5A, RANIPUR, HARIDWAR - 249403 Name of the bank - STATE BANK OF INDIA Bank branch - RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5A, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA, PIN CODE: 249403 SWIFT NO: SBININBB225CC ACCOUNT NO: 10667995458 IFSC CODE: SBIN0000586	
13.	**<u>EMD</u>: Not-Applicable**	
14.	**<u>PERFORMANCE SECURITY:</u> Applicable** **14.1** This performance security condition will supersede the GeM bid Performance Security (ePBG) condition. **14.2** Successful bidder awarded the contract should deposit 5***% of the contract Value (Excluding Taxes)*** as performance security towards fulfilment of all contractual obligations, including warranty obligations **14.3** Modes of deposit: a) Performance security may be furnished in the following forms: i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ ii. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BHEL. There must be a gap of minimum 3 months between BG Validity date and BG claim date.	

Sl.	Terms Description	Supplier Acceptance/ Comments
	iii. Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). v. Insurance Surety Bond. Note: a) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities. **14.4** The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO. **14.5** Performance Security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects. **14.6** The Performance Security shall not carry any interest. **14.7** There is no exemption of Performance security deposit submission for MSE Vendors.	
15.	**<u>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</u>** **15.1** The following shall amount to breach of contract: I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. III. The Supplier/Vendor delivers equipment/ material not of the contracted quality. IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. **15.2 <u>Remedies in case of Breach of Contract.</u>**	

Sl.	Terms Description	Supplier Acceptance/ Comments
	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.	

Sl.	Terms Description	Supplier Acceptance/ Comments
	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. **<u>LD against delay in executed supply in case of Termination of Contract</u>**: LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract. Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below. **i.** Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 **ii.** Let the value of executed supply till the time of termination of contract= X **iii.** Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y **iv.** Delay in executed supply attributable to Supplier/Vendor i.e. T2=[1-(X/Y)] x T1 **v.** LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.	

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16.	**BILL TO/ SHIP TO ADDRESS:** **Bill To:** For all projects, Bill To address will be as below: Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar – 249403 GST No. 05AAACB4146P1ZL **Ship To:** Ship To address shall be as under: **Project Name**: **2x660 MW Talcher STPP** Consignee Address: Head of Projects, NTPC LIMITED, TALCHER TPP, STAGE-III 2X660MW, PO TALCHER, DISTT- ANGUL STATE OF ODISHA, PIN 759101 GST No. 21AAACN0255DIZA	
17.	**Guarantee / Warranty:** The equipment shall be guaranteed / warranted for satisfactory performance for a period of 18 months from the date of installation & commissioning or 24 months from the date of dispatch, whichever is earlier.	
18.	**MICRO AND SMALL ENTERPRISES (MSE):** Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. Type under MSE: SC/ST owned; Women owned; Others (excluding SC/ ST & Women Owned) Micro: ; ; ; Small: ; ; ; **Note:** If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their	

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	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.	
19.	**Payments for MSE suppliers:** 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, Ml xchange, lnvoicemart, KReDX, C2FO), authorized 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 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. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. 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. In case discounting is not availed by the supplier on TReDS, the trade_receivables will be paid through TReDS as per the payment timelines indicated in the contract.	
20.	**LIQUIDATED DAMAGE:** 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. 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. 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.**	
21.	**INTEGRITY PACT (IP): Not-Applicable**	

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22.	**Make in India Clause:** 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 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 GeM Bid, the same shall be applicable even if issued after issue of this GeM Bid, but before opening of Part-II bids against this GeM Bid. As per Make in India Order, only Class-I and Class-II local supplies are eligible to bid in this tender enquiry. For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in the Make In India Declaration Certificate of the tender.	
	Acceptance of offers from country Sharing Land Border with India: **22.1 <u>Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</u> As per GeM** I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: - a. An entity incorporated established or registered in such a country; or b. A subsidiary of an entity incorporated established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or	

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	g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. IV. The beneficial owner for the purpose of (III) above will be as under: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. 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. 3. 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. 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Note: (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.	

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23.	**<u>Settlement of Dispute</u>** If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1 **23.1 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 provided in - "Procedure for conduct of conciliation proceedings" (as available in <u>www.bhel.com)</u>). **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. **23.2 ARBITRATION:** 23.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties;	

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	or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to **Delhi International Arbitration Centre (DIAC)** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution. 23.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any. 23.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to **Delhi International Arbitration Centre (DIAC)** and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged. 21.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. 23.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be **Haridwar**. 23.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **Haridwar.** 23.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.	

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	23.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. 23.2.9 In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. 23.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction. **23.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:** In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-122022 as amended from time to time.	
24.	**JURISDICTION** Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction Haridwar, Uttarakhand shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract. **GOVERNING LAWS** The contract shall be governed by the Law for the time being in force in the Republic of India.	
25.	**<u>Force Majeure</u>** 25.1 "Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract,	

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	c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i. War, hostilities, invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc. 25.2 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. 25.3 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. 25.4 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. 25.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not v) Constitute a default or breach of the Contract. vi) 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.	

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	25.6 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.	
26.	**Non-Disclosure Agreement:** The bidders shall enter into the Non-disclosure agreement separately and are required to submit declaration as per Annexure-7: Non-Disclosure Certificate.	
27.	**Cartel Formation** 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.	
28.	**Fraud Prevention Policy** Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
	Suspension of Business Dealings with Suppliers / Contractors: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.	

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29.	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- Mr. Vinay Kumar Gupta Designation: Engineer (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: vinaykumar.gupta@bhel.in Tel: +91 1334 28 1187 Mr. Daya Ram Meena Designation: Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: drmeena@bhel.in	
30.	**Order of Precedence:** In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. GeM Bid Technical Conditions of Contract (TCC) d. GeM GTC 4.0 v1.29_25Mar26	
31.	**Action against Bidder/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 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. 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 https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors.	
32.	**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	

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	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 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. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or 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 authorize 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 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 h) 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.	
33.	**Price Variation Formula (PVF) / Clause (PVC): Not-Applicable**	
34.	**Special Condition:** Storage instructions and MSDS (Material Safety Data Sheet) is to be sent along with supply of material. • Please confirm to despatch the material on for destination basis. • Please confirm to provide original GR / LR & E-way Bill direct to BHEL after despatch of Material. • Please inform 8 Digit GST HSN Code of the Quoted Item.	
35.	**Bidder Contact details** Please provide Contact details of your representative for techno-commercial clarifications: Mobile no. & Email id (minimum 2 person).	1. 2.
36.	**Compliance of Statutory requirements:** Supplier should comply with all statutory requirements pertaining to environmental standards for the Manufacturing, Packing, supply and Transportation of the items.	

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37.	**NOTE:** 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in Techno-Commercial Terms and Conditions - Buyer Added Bid Specific Additional Terms & Conditions (ATC) and Technical specifications and requirements will lead to rejection of offer. 3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. 4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.	
38.	**Risk Purchase:** In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.	
39.	**a) Evaluation criteria:** Evaluation will be done on the basis of Total Landed cost up to Talcher project site (**Total Value-wise evaluation**). **b) Validity:** Offer will be valid for 180 days from bid end date and extensions thereof.	

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	BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.	
40.	**Document:** Three copies of O&M manual in English language giving complete technical information for operation and maintenance of the equipment shall be supplied with the equipment.	
41.	**Packing & Dispatch:**	
	Before shipment of material, vendor has to obtain QR code from BHEL and these QR codes (properly laminated) shall be affixed on packages/boxes/crates/bundles of material to be supplied. While packing the material following is to be ensured: a. Loose items (if any) needs to be packed in boxes/crates or bundled together. b. For loose items one marker board needs to be send for each bundle for fixing RFID Tag at site. QR code will be issued box wise/bundle wise, vendor to ensure correct QR Code are affixed on the boxes/bundles.	
	The equipment / accessories shall be packed in a suitable water proof/vibration proof packing box capable of bearing air and road transit hazards. Packing box shall be properly identified and marked with BHEL's (India) Purchase Order Number. Also, "**PCRI HWR**" should be written in bold letters on all four sides of the packing box.	
42.	**Order Acceptance:** Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance does not receive within 15 days of order placement, PO deemed to be accepted by you.	
43.	**IP Address:** The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.	
44.	**<u>Enclosure:</u>** Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents	

Sl.	Terms Description	Supplier Acceptance/ Comments
	Annexure-7: Non-Disclosure Certificate Annexure-8: Integrity Pact Annexure-9: Declaration confirming knowledge about Site Conditions Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL Annexure- 12: Declaration reg. minimum local content in line with revised public procurement Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 Annexure-14: Bank Account Details for E-Payment Annexure-15: Power of Attorney for submission of tender. Annexure-16: Proforma of Bank Guarantee for Earnest Money. Annexure-17: Proforma of Bank Guarantee for Performance Security. Annexure-18: List of Consortium Bank.	

ANNEXURE- 1

CHECK LIST

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

A	**Name and Address of the Supplier**	
B	**GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)**	
C	**Details of Contact person for this Tender**	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:
D	**EMD DETAILS**	

E	**DESCRIPTION**	**APPLICABILITY (BY BHEL)**	**ENCLOSE BY BIDDER**
i.	Whether **Pre - Qualification Criteria** is understood and provided proper supporting documents.	**Applicable**/ ~~Not Applicable~~	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood	**Applicable**/ ~~Not Applicable~~	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	**Applicable**/ ~~Not Applicable~~	YES / NO
iv.	Copy of PAN Card & GST registration	**Applicable**/ ~~Not Applicable~~	YES / NO
v.	Submission of **MSE certificate** as specified in Tender	**Applicable**/ ~~Not Applicable~~	YES / NO
vi.	**Offer forwarding letter** / tender submission letter as per Annexure – 2	**Applicable**/ ~~Not Applicable~~	YES / NO
vii.	Submission of **Certificate of No Deviation** as per Annexure – 3	**Applicable**/ ~~Not Applicable~~	YES / NO
viii.	Declaration regarding **Insolvency/ Liquidation/ Bankruptcy Proceedings** as per Annexure – 4	**Applicable**/ ~~Not Applicable~~	YES / NO

ix.	Declaration by **Authorized Signatory** as per Annexure – 5	**Applicable**/ ~~Not Applicable~~	YES / NO
x.	Declaration by **Authorized Signatory regarding Authenticity** of submitted Documents Annexure – 6	**Applicable**/ ~~Not Applicable~~	YES / NO
xi.	Submission of **Non-Disclosure Certificate** as per Annexure – 7	**Applicable**/ ~~Not Applicable~~	YES / NO
xii.	Submission of **Integrity Pact** as specified in Tender as per Annexure – 8	~~Applicable~~/ **Not Applicable**	YES / NO
xiii.	Declaration **confirming knowledge about Site Conditions** as per Annexure – 9	**Applicable**/ ~~Not Applicable~~	YES / NO
xiv.	Declaration reg. **Related Firms & their areas of Activities** as per Annexure – 10	**Applicable**/ ~~Not Applicable~~	YES / NO
xv.	Declaration for **relation in BHEL** as per Annexure – 11	**Applicable**/ ~~Not Applicable~~	YES / NO
xvi.	Declaration reg. **minimum local content** in line with revised public procurement as per Annexure – 12	**Applicable**/ ~~Not Applicable~~	YES / NO
xvii.	Declaration regarding **compliance to Restrictions under Rule 144 (xi) of GFR 2017** as per Annexure – 13	**Applicable**/ ~~Not Applicable~~	YES / NO
xviii.	**Bank Account Details** for E-Payment as per Annexure – 14	**Applicable**/ ~~Not Applicable~~	YES / NO
xix.	**Power of Attorney** for submission of tender as per Annexure – 15	**Applicable**/ ~~Not Applicable~~	YES / NO
xx.	**Proforma of Bank Guarantee for Earnest Money** as per Annexure – 16	~~Applicable~~/ **Not Applicable**	YES / NO

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

DATE:

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

ANNEXURE - 2

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No: ..... Date: .....

To,

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

Dear Sir,

Sub: Submission of Offer against Tender Enquiry No: .....

Having examined the tender documents against your Tender Enquiry No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work & project site), 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 'Performance Security' 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:

ANNEXURE- 3

CERTIFICATE OF NO DEVIATION

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

--------- To,

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

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) Tender 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 Tender Enquiry.

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:

ANNEXURE- 4

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Tender Enquiry Specification No:

I/We, _____ declare that,

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

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

Place:
Date:

ANNEXURE – 5

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

---------- To,

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

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) Tender Enquiry Specification No: .....

2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

ANNEXURE – 6

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

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

Ref : 1) Tender Enquiry No. & Date: .....

2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

ANNEXURE- 7

NON-DISCLOSURE CERTIFICATE

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

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

Hence, I/We M/s ……. who are submitting offer for providing services to BHEL Haridwar against Tender Enquiry No……. hereby undertake to comply with the following in line with Information Security Policy of Haridwar.

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

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

Date:

ANNEXURE – 9

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

---------- To,

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

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions
Ref: 1) Tender Enquiry Specification No: .....
2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

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

Date:
Place:

ANNEXURE – 10

DECLARATION

Date: _____

To,

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

Dear Sir/ Madam,

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

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

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

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

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

_____

_____

ANNEXURE – 11

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,

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

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) Tender Enquiry Specification No: .....

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

Tick (√) any one as applicable:

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

OR

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

   i.
   ii
   .

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

Note:

1. Attach separate sheet, if necessary.

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

ANNEXURE – 12

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,

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

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 19th July, 2024 and subsequent order(s).

Ref: 1) Tender Enquiry Specification No: .....
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* 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 04.06.2020 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 practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

ANNEXURE – 13

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,

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

Dear Sir,

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

Ref: 1) Tender Enquiry Specification 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.

ANNEXURE – 14

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 M ICR 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

ANNEXURE – 15

POWER OF ATTORNEY for SUBMISSION OF TENDER

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

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. ..... , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with.....vide Tender Enquiry
No: _____, dated _____.

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. ..... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

ANNEXURE – 17

BANK GUARANTEE FOR PERFORMANCE SECURITY

(On non-Judicial paper of appropriate value)

Bank Guarantee No:
Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

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

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

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

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

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

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

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

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

This Guarantee shall remain in force upto and including..... [7] and shall be extended from time to time for such period as may be desired by Employer.

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of (Name of the Bank) Dated.....

Place of Issue.....

[1] *NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited* [2] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.* [3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE* [4] *CONTRACT VALUE* [5] *PROJECT/SUPPLY DETAILS* [6] *BG AMOUNT IN FIGURES AND WORDS* [7] *VALIDITY DATE* [8] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. **In Case of Bank Guarantees submitted by Foreign Vendors-**

a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE – 18

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