



NOTIFICATION TO EMPANEL  
CEMENT VENDORS FOR  
PROCUREMENT OF CEMENT  
FOR PROJECT SITES ACROSS ALL  
PS REGIONS (PSNR, PSWR, PSSR  
& PSER)

REF NO.: PSNR/PUR/2026CEMENTEMPNL/3580



**NOTIFICATION TO EMPANEL CEMENT VENDORS**  
**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES**

To

Dear Sir/Madam

**Sub : NOTIFICATION TO EMPANEL CEMENT VENDORS**

Sealed offers are Invited from reputed & experienced domestic bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Section- I D for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the Empanelment Documents. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of Notification**

| SL NO | ISSUE                                  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i     | REF NO.                                | PSNR/PUR/2026CEMENTEMPNL/3580                                                                                                                                                                                                                                                                                                                                                                                 |
| ii    | Subject                                | NOTIFICATION TO EMPANEL CEMENT VENDORS FOR PROCUREMENT OF CEMENT FOR PROJECT SITES ACROSS ALL PS REGIONS (PSNR, PSWR, PSSR & PSER)                                                                                                                                                                                                                                                                            |
| iii   | <b>DETAILS OF EMPANELMENT DOCUMENT</b> |                                                                                                                                                                                                                                                                                                                                                                                                               |
| a     | Section I A                            | <i>General Terms and Conditions (GCC) and its Annexures</i> <i>Applicable</i>                                                                                                                                                                                                                                                                                                                                 |
| b     | Section I B                            | Terms & Condition of CEMENT Empanelment <i>Applicable</i>                                                                                                                                                                                                                                                                                                                                                     |
| c     | Section I-C                            | Technical Conditions of Contract (TCC) which shall be part of Tender to be floated after finalization of Empanelment <i>Applicable</i>                                                                                                                                                                                                                                                                        |
| d     | Section I D                            | Pre-Qualification Requirement for Empanelment <i>Applicable</i>                                                                                                                                                                                                                                                                                                                                               |
| iv    | Issue of Notification                  | <p><b>Empanelment documents will be available for downloading from BHEL eProcurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) till due date of submission:</b></p> <p>Brief information shall also be available at BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>)<br/> <a href="https://tenders.bhel.com/tenders">https://tenders.bhel.com/tenders</a></p> |
| v     | DUE DATE & TIME OF OFFER SUBMISSION    | <p><b>Date : 05/09/2026, Time : 11:00 hrs</b><br/> <b>Place : on <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></b></p>                                                                                                                                                                                                                                                                  |
| vi    | OPENING OF TENDER                      | <p><b>Date: 05/09/2026, Time : 16:00 hrs</b><br/> <b>Notes:</b><br/> (1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.<br/> (2) Bidder may witness the opening of tender through e-Procurement portal only.</p>                                                          |

|      |                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                        |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| vii  | EMD AMOUNT                                                                                                                                                                         | <i>Not Applicable</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |
| viii | COST OF REGISTRATION                                                                                                                                                               | <i>Free</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                        |
| ix   | LAST DATE FOR SEEKING CLARIFICATION                                                                                                                                                | <p><b><i>Five days before bid submission due date</i></b><br/> <i>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</i></p> <p>1) Name: <i>Susmita Basu</i><br/> Designation: <i>AGM</i><br/> Dept.: <i>SCT</i><br/> Address: <i>PSNR, 9<sup>TH</sup> FLOOR, BHEL SADAN, PLOT NO. 25, SECTOR-16A, NOIDA-201301</i><br/> Phone: <i>(Landline/Mobile) 0120 – 2219507</i><br/> Email : <a href="mailto:susmitabasu@bhel.in">susmitabasu@bhel.in</a></p> <p>2) Name: <i>Sandeep Mehra</i><br/> Designation: <i>Sr Manager</i><br/> dept.: <i>SCP</i><br/> Address: <i>PSNR, 9<sup>TH</sup> FLOOR, BHEL SADAN, PLOT NO. 25, SECTOR-16A, NOIDA-201301</i><br/> Phone: <i>(Landline/Mobile) 0120-2219591</i><br/> Email : <a href="mailto:sandeep_mehra@bhel.in">sandeep_mehra@bhel.in</a></p> | <i>Applicable</i>      |
| x    | SCHEDULE OF Pre Bid Discussion (PBD)                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <i>Not applicable.</i> |
| xi   | INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)                                                                                                                     | <i>Please refer clause no. 1.8 of GCC</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <i>Applicable</i>      |
| xii  | Latest updates                                                                                                                                                                     | <p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (<a href="http://www.bhel.com">www.bhel.com</a> --&gt;Tender Notifications →View Corrigendums), BHEL eProcurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) <b>and not in the newspapers.</b> Bidders to keep themselves updated with all such information.</p>                                                                                                                                                                                                                                                                                                                                     |                        |
| xiii | Form of Contract/ Tender Category                                                                                                                                                  | <b>Empanelment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                        |
| xiv  | <p><b>Since this Empanelment is only for finalization of Techno-Commercial Terms and Conditions with Cement Suppliers, so no Price/Rate shall be submitted by the Supplier</b></p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                        |

2.0 The offer shall be submitted as per the instructions to Bidders and details mentioned in GCC.

**INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS FOR EMPANELMENT OF CEMENT  
VENDORS 2026-28 (REF: PSNR/PUR/2026CEMENTEMPNL/3580)**

1. **Ref.: PSNR/PUR/2026CEMENTEMPNL/3580** is for entering into **Empanelment with BHEL PS-Regions for Supply of CEMENT (OPC & PPC)**. All future tenders for supply of CEMENT (covered by this Empanelment) shall be based on this Empanelment. Signing of this Empanelment is mandatory for participation in future tenders for Cement Supply to be floated by PS-Regions (PSNR, PSSR, PSER & PSWR).
2. **Since this Empanelment is only for finalization of Techno-Commercial Terms and Conditions with Cement Suppliers, so no Price/Rate shall be submitted by the Supplier.**
3. Following documents form Part of **subject Empanelment**. **All documents given below are mandatory.**

| Set No. | Type                                                                                  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                | REMARKS                                                                                                                                                                                                            |
|---------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A       | Documents which are part of this Empanelment referred as <b>EMPANELMENT DOCUMENTS</b> | <b>Section I A</b> – General Terms and Conditions (GCC) and its Annexures<br><b>Section I B</b> – Terms & Condition of CEMENT Empanelment<br><b>Section I-C</b> Technical Conditions of Contract (TCC) which shall be part of Tender to be floated after finalization of Empanelment<br><b>Section I D</b> – Pre-Qualification Requirement for Empanelment | <p>Supplier shall download the techno-commercial bid and read all terms and conditions carefully.</p> <p>Supplier shall accept the terms and conditions from Section I A, I B &amp; I C</p>                        |
| B       | Documents to be filled and submitted by Supplier                                      | Section I A – General Terms and Conditions (GCC)                                                                                                                                                                                                                                                                                                           | All pages to be dully signed with seal by Supplier                                                                                                                                                                 |
|         |                                                                                       | Section I B – Terms & Condition of CEMENT Empanelment -2026-28                                                                                                                                                                                                                                                                                             | Supplier shall submit the duly filled and signed document                                                                                                                                                          |
|         |                                                                                       | <b>Section I-C</b> Technical Conditions of Contract (TCC) which shall be part of Tender to be floated after finalization of Empanelment                                                                                                                                                                                                                    | All pages to be dully signed with seal by Supplier                                                                                                                                                                 |
|         |                                                                                       | <b>Section I D</b> – Pre-Qualification Requirement for Empanelment                                                                                                                                                                                                                                                                                         | Supplier shall submit the relevant supporting documents to meet PQR Criteria                                                                                                                                       |
|         |                                                                                       | All the Annexures and formats/ documents mentioned in GCC clause 2.10                                                                                                                                                                                                                                                                                      | Supplier shall fill necessary details (Name, Company, Place, Date, Month, Year). Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same. |

4. In case of non-submission of above documents in requisite manner, Vendor shall not be allowed to enter into Empanelment with BHEL.



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5. If Make in India (MII) certificate/declaration is not submitted along with other documents forming part of this Empanelment then same needs to be submitted during the submission of offer against Bid floated by respective region.
  6. During the validity period of this Empanelment, BHEL may seek consent of Suppliers for addition of grades/ types of CEMENT currently not part of this Empanelment.
  7. CEMENT Empanelment shall be valid for a period of 02 years from the date its finalization with a provision of review & further extension on mutual consent. In case of any change / amendment to any provision in the Empanelment during currency of the Empanelment, BHEL will seek consent of the supplier for amending the same.
  8. Only those bidders who will qualify for the Empanelment on the basis of evaluation of Techno-commercial bids / Pre – Qualification criteria and as considered suitable by BHEL shall be allowed to Participate in future tenders of Cement floated by BHEL PS-Regions during the validity of Empanelment.
  9. All future tenders for Cement Supply shall be floated on GeM and shall governed by terms and conditions finalized in subject Empanelment. For this all bidders are advised to get register themselves on GeM Portal and activate their GeM ID for successful participation in future Cement Tenders.
  10. It is clarified that empanelment shall only establish the techno-commercial eligibility of cement manufacturers/suppliers. No business commitment or assured quantity shall accrue merely by empanelment. Competitive price discovery shall continue through subsequent tenders floated amongst the empanelled suppliers based on project-specific requirements.
  11. BHEL reserves the right to amend, modify, add or delete any empanelled supplier during the validity period of the Empanelment, if considered necessary in the interest of the organization.
  12. 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

For any further **clarifications or queries**, please feel free to contact the below mentioned:

| Name          | Region | Mobile No.                  | Email ID                                                         |
|---------------|--------|-----------------------------|------------------------------------------------------------------|
| Sandeep Mehra | PSNR   | 0120-2219507/<br>9212687756 | <a href="mailto:sandeep_mehra@bhel.in">sandeep_mehra@bhel.in</a> |
| Susmita Basu  | PSNR   | 0120-2219493/<br>9810072309 | <a href="mailto:susmitabasu@bhel.in">susmitabasu@bhel.in</a>     |

## Section-I A

# GENERAL CONDITIONS OF CONTRACTS (GCC)

**BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR NORTHERN REGION**





**POWER SECTOR NORTHERN  
REGION (PSNR)**  
*SUBCONTRACT & PURCHASE  
DEPARTMENT*

**GENERAL CONDITIONS OF  
CONTRACT (GCC)**

# **GENERAL CONDITIONS OF CONTRACTS (GCC)**

1. INSTRUCTIONS TO BIDDERS
2. GENERAL COMMERCIAL TERMS & CONDITIONS
3. ANNEXURES

**BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR NORTHERN REGION (PSNR)  
SUBCONTRACT & PURCHASE DEPARTMENT  
BHEL SADAN  
PLOT NO. 25, SECTOR – 16A  
NOIDA – 201301 (U.P.)**

Not for Publication

For Official Use



**POWER SECTOR NORTHERN  
REGION (PSNR)  
SUBCONTRACT & PURCHASE  
DEPARTMENT**

**GENERAL  
CONDITIONS OF  
CONTRACT (GCC)**

**INSTRUCTIONS  
TO BIDDER**

**1.1 GENERAL INSTRUCTIONS:**

- 1.1.1** The General Conditions of Contract form part of the Empanelment. For this, bidders shall use electronic Signature Viz. Digital Signature Certificate while uploading the Bid documents on the e-procurement portal (<https://eprocurebhel.co.in>). The information furnished shall be complete by itself. The Bidder is required to furnish all the details and other documents as required in the following pages.
- 1.1.2** Bidders are advised to study all the Empanelment documents carefully. Any submission of Bids by the Bidder shall be deemed to have been done only after careful study and examination of the Empanelment documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon in the deviation sheets by the Bidder in his offer. Non-compliance with any of the requirements and instructions of the Empanelment Notification may result in the rejection of the Bid.
- 1.1.3 Since this Empanelment is only for finalization of Techno-Commercial Terms and Conditions with Cement Suppliers, so no Price/Rate shall be submitted by the Supplier.**
- 1.1.1** Only those bidders who will qualify for the subject Empanelment on the basis of evaluation of Techno-commercial bids / Pre – Qualification criteria and as considered suitable by BHEL shall be allowed to Participate in future Bids of Cement floated by BHEL PS-Regions during the validity of Empanelment.
- 1.1.2** BHEL shall have sole discretion to adopt its own method for evaluation of Techno-commercial bids/ Pre - Qualification Criteria.
- 1.1.3** No Deviations w.r.t. T&C will be entertained.
- 1.1.4** BHEL reserves the right to accept or reject any or all Bids without assigning any reason what so ever.

**1.2 PROCEDURE FOR SUBMISSION & OPENING OF BID:**

- 1.2.1** The Bidders must submit their documents to Officer inviting Bid as per instructions in the NOTIFICATION. Documents shall be submitted through E-Procurement portal as per instruction in Notification. Bidders to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the documents, the Bidder can re-submit revised documents but before due date and time of submission as notified.
- 1.2.2** All Annexures along with requestee documents as mention in GCC are to be submitted by bidder along with their offer.
- 1.2.3** PART-I (techno-commercial bid) shall be opened on the due date and time as specified in the NOTIFICATION. Bidders or their authorized representatives may witness the event online through BHEL E-Procurement site. (<https://eprocurebhel.co.in>)
- NOTE:** In case the due date of opening of Bid becomes a non-working day, then the due date & time of offer submission and opening of Bids get extended to the next working day.
- 1.2.4** Bidders whose bids are found techno commercially qualified shall be informed and empanelled for all future Bids of Cement floated by BHEL PS-Regions during the validity of Empanelment.
- 1.2.5** No correspondence shall be entertained from the Bidders after the finalization of Techno-commercial evaluation by BHEL.

**1.3 CLARIFICATIONS REQUIRED BY BIDDERS:**

Technical and Commercial clarifications required, if any, before submission of Bid, should be addressed (on or before the date as mentioned in NOTIFICATION to the official inviting the Bids.

**1.4 DEVIATIONS – LISTING:**

Bids shall be submitted strictly in accordance with the requirements of Bid documents. Deviations (Technical and Commercial), if any, shall be listed out separately. Technical deviations and Commercial deviations shall be furnished in separate sheets under headings “**TECHNICAL DEVIATIONS**” and

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|  | <b>POWER SECTOR NORTHERN<br/>REGION (PSNR)<br/>SUBCONTRACT &amp; PURCHASE<br/>DEPARTMENT</b> | <b>GENERAL<br/>CONDITIONS OF<br/>CONTRACT (GCC)</b> | <b>INSTRUCTIONS TO<br/>BIDDER</b> |
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“**COMMERCIAL DEVIATIONS**” respectively, along with reasons for taking such deviations. Deviations mentioned elsewhere but not included in the above sheet as above shall not be accepted. Deviations (if any) may be addressed before finalization of Empanelment itself. However, BHEL reserves the rights to reject the Bids of Bidders in case non withdrawing the deviations or non-acceptance of deviations by BHEL.

### **1.5 METRIC SYSTEM:**

Suppliers are requested to give metric measurements while quoting.

### **1.6 ETHICS IN BUSINESS DEALINGS/ SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

BHEL reserves the right to take action against Contractors who either fail to perform or Bidders/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

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](http://www.bhel.com).

If any bidder / supplier / contractor during pre-Bidding / Bidding / post Bidding / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the Bidding 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](http://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](http://www.bhel.com/vender_registration/vender.php)

The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ vendors’ is available on [www.bhel.com](http://www.bhel.com) on “supplier registration page” i.e., <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors> Bidders should get themselves acquainted with these guidelines.

**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.

### **1.7 INTEGRITY COMMITMENT:**

The offers of the bidders who are on the debarred list and also the offer of the bidders, who engage the services of the debarred firms, shall be rejected. The list of debarred firms is available on BHEL web site [www.bhel.com](http://www.bhel.com) on <**supplier registration page** i.e., <<https://www.bhel.com/list-debarred-firms>>.

#### **1.7.1 Integrity commitment, performance of the contract and punitive action thereof:**

##### **1.7.1.1 Commitment by BHEL:**

|                                                                                   |                                                                                              |                                                     |                                   |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------|
|  | <b>POWER SECTOR NORTHERN<br/>REGION (PSNR)<br/>SUBCONTRACT &amp; PURCHASE<br/>DEPARTMENT</b> | <b>GENERAL<br/>CONDITIONS OF<br/>CONTRACT (GCC)</b> | <b>INSTRUCTIONS TO<br/>BIDDER</b> |
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BHEL commits to take all measures necessary to prevent corruption in connection with the Bid Process and execution of the contract. BHEL will during the Bid process treat all Bidder(s) in a transparent and fair manner, and with equity.

**1.7.1.2 Commitment by Bidder/ Supplier:**

**1.7.1.2.1** The bidder/ supplier commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

**1.7.1.2.2** The bidder/ supplier will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

**1.7.1.2.3** The bidder/ supplier will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ vendor during pre-Bidding/ Bidding/ post Bidding/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ vendor as per extent guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

**1.8 INTEGRITY PACT (IP):**

Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject Bid is as given below:

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

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

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

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

**Note:**

|                                                                                   |                                                                                              |                                                     |                                   |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------|
|  | <b>POWER SECTOR NORTHERN<br/>REGION (PSNR)<br/>SUBCONTRACT &amp; PURCHASE<br/>DEPARTMENT</b> | <b>GENERAL<br/>CONDITIONS OF<br/>CONTRACT (GCC)</b> | <b>INSTRUCTIONS TO<br/>BIDDER</b> |
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*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the Bid issued. All such clarification/ issues shall be addressed directly to the Bid issuing (procurement) department's officials whose contact details are as per SCC of Bid.*

**(Please submit the Integrity Pact Format as per Annexure – II).**

### **1.9 MICRO & SMALL SCALE ENTERPRISES (MSE):**

- 1.9.1** 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) |
|----------------|-------------|-------------|----------------------------------|
| 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.*

- 1.9.2** 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 with offer will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.



|                                                                                   |                                                                                              |                                                     |                                   |
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|  | <b>POWER SECTOR NORTHERN<br/>REGION (PSNR)<br/>SUBCONTRACT &amp; PURCHASE<br/>DEPARTMENT</b> | <b>GENERAL<br/>CONDITIONS OF<br/>CONTRACT (GCC)</b> | <b>INSTRUCTIONS TO<br/>BIDDER</b> |
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For this procurement, purchase preference to MSE shall be in line with Office Order No. F. No. DPE/3(3)/10-Fin dated 29.05.2023 forwarded by Department of Public Enterprises against Department of Expenditure O M No. F.1/4/2021-PPD dated 18.05.2023. In case of subsequent orders issued by the nodal ministry, changing the definition of MSE, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NOTIFICATION.

### **1.10 LANGUAGE & CORRECTIONS:**

- a) The Bid shall be in English language. All correspondence and documents relating to the bid exchanged between the bidder and the purchaser shall also be in ENGLISH language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the bid but not in English language shall not be treated as part of the bid document. The responsibility for the correctness of the translations if any solely rests on the bidder and purchaser shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall prevail.
- b) Bidder shall quote the rates in English language and Indo-Arabic numerals only. These rates shall be entered in figures as well as in words. For the purpose of Bid, metric system of units shall be used.
- c) All entries in the Bid shall either be typed or written legibly in ink. Cancellations, insertions, erasement, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.
- d) Bidder's offer, remarks and deviations shall be with reference to sections and clause numbers given in the Bid documents.

### **1.12 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):**

For this procurement, the local content to categorize a supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NOTIFICATION, the same shall be applicable even if issued after issue of this NOTIFICATION, but before opening of Part-II bids against this NOTIFICATION.

#### **1.12.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this Bid 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 'Bidder', '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

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- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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-4.
- ii. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

### **1.13 CONFLICT OF INTEREST:**

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

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

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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 Bid enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

i) The principal manufacturer directly or through one Indian agent on his behalf; and

ii) 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.

**Treatment of cases regarding conflict of interest:**

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

i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Bid process in which it is participating;

iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same Bid. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

iv) A bidder participates in more than one bid in this Bid process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

**The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.**

In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the Bid conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

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#### **1.14 Grievance Redressal Mechanism**

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the Bidding process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Bid (NIT)/Contract.
2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.”

#### **1.15 Performance Monitoring**

Performance of empanelled suppliers shall be reviewed periodically and BHEL reserves the right to suspend or remove any supplier from the empanelled list in case of poor performance or breach of contractual obligations.

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## **2.1 DEFINITION OF TERMS:**

- 2.1.1 PURCHASER / BUYER** shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110049, or its Power Sector Regions (PSNR, PSSR, PSER or PSWR) (inviting Bids) or its Authorized Officers or its Site Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 2.1.2 BIDDER/ BIDDER** shall mean the Firm/ Company/ Organisation who quotes against the Bid Enquiry issued by Purchaser.
- 2.1.3 SUPPLIER/ VENDOR / CONTRACTOR** shall mean the successful bidder with whom the Order/ Contract is made.
- 2.1.4 GCC** means General Conditions of Contract.
- 2.1.5 GOODS/ STORE / SUPPLIES** means all the items, materials, equipment and/or machinery, which the supplier is required to supply to the purchaser in terms of a contract.
- 2.1.6 CONSIGNEE** means the individual or body to whom the contracted goods are required to be delivered as per the terms and conditions incorporated in a contract.
- 2.1.7 DAY** means calendar day of the Gregorian calendar.
- 2.1.8 MONTH** means calendar month of the Gregorian calendar.

## **2.2 PRICES:**

Prices shall be for the entire scope of supply / services in line with all instructions, specifications, terms & conditions specified in the Bid documents and subsequent clarifications/ confirmations till completion of contract.

## **2.2 INSURANCE:**

- 2.2.1** Transit insurance is under Vendor's Scope, the Vendor will insure at his cost the goods for all transit risks.

## **2.3 LIQUIDATED DAMAGES: Refer Section-IB of Empanelment terms & conditions.**

## **2.4 TERMINATION:**

- 2.4.1** The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract in the following circumstances:
- a) If the Supplier / Vendor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier / Vendor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier / Vendor being an individual or if a firm on a partnership thereof, is adjudged insolvent or has a receiving order for administration of his estate made against him or takes any proceeding for composition under any Insolvency Act for the time being in force or if the Supplier / Vendor takes or suffers any other analogous action in consequence of debt.

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- b) If the Supplier / Vendor assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 17 (Assignment).
- c) If the Supplier / Vendor, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

**"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

**"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- d) If the Supplier / Vendor has abandoned or repudiated the Contract without assigning any reason.
  - e) If the Supplier / Vendor has without valid reason failed to commence work on the contract promptly or has suspended the progress of Contract performance for more than 07 (seven) days after receiving a written instruction from the Purchaser to proceed.
  - f) If the Supplier / Vendor persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.
  - g) If the Supplier / Vendor refuses or is unable to provide sufficient goods or materials or any instalment thereof in the manner specified and within the Time specified in the contract.
- 2.4.2** Purchaser shall have the right to cancel Order/ Contract, wholly or in part, in case they are constrained to do so on account of any decline, diminution, curtailment or stoppage of their business. In such eventuality, the Supplier / Vendor shall make compensation claim in writing upon the purchaser. Thereafter, both the parties shall arrive at mutually acceptable compensation to be accorded to the Supplier / Vendor. The mutually acceptable compensation shall be final and binding upon both the parties.
- 2.4.3** In case either the Supplier / Vendor himself or any of his representative or agent is found to have been an employee of the Purchaser or has within a period of two years of his retirement accepted the employment of the Supplier / Vendor either as a Supplier / Vendor or as an employee without having obtained prior permission of Purchaser, the Purchaser shall have the right to cancel order/ contract under the provision of Breach of Contract (Clause no. 2.26).

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## **2.5 FORCE MAJEURE:**

- 2.5.1** "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,
  - 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.
- 2.5.2** 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.
- 2.5.3** 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.
- 2.5.4** 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.
- 2.5.5** Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- (a) Constitute a default or breach of the Contract.
  - (b) 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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- 2.5.6** 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.

## **2.6 SETTLEMENT OF DISPUTES:**

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

## **2.7 ARBITRATION & CONCILIATION:**

### **2.7.1 ARBITRATION:**

- 2.7.1.1** 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; 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 Arbitral Institution (to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- 2.7.1.2** 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

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arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

- 2.7.1.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions..... (to be identified by the contract issuing agency) 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.
- 2.7.1.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 2.7.1.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (to be identified by the contract issuing agency) .....(i.e. New Delhi for Delhi/NCR based Units).
- 2.7.1.6 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.....( i. e. New Delhi for Delhi/NCR based Units).
- 2.7.1.7 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.
- 2.7.1.8 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.
- 2.7.1.9 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.

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2.7.1.10 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 2.23.1.9. 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.

**2.7.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

2.7.2.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

**2.7.3 CONCILIATION:**

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

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

**2.8 GOVERNING LAWS:**

The contract shall be governed by the Law for the time being in force in the Republic of India.

**JURISDICTION OF COURT:** This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 2.23.1 of this contract, the Civil Court having original Civil Jurisdiction (to be decided by the Unit e.g. Delhi for PSNR, Kolkata for PSER, Nagpur for PSWR, Chennai for PSSR etc.,) shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

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## **2.9 BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

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.
- v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

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

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

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

- i) Wherein the period as stipulated in the notice issued under clause 2.26.1 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.

|                                                                                   |                                                                                              |                                                     |                                                              |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------|
|  | <b>POWER SECTOR NORTHERN<br/>REGION (PSNR)<br/>SUBCONTRACT &amp; PURCHASE<br/>DEPARTMENT</b> | <b>GENERAL<br/>CONDITIONS OF<br/>CONTRACT (GCC)</b> | <b>GENERAL<br/>COMMERCIAL<br/>TERMS &amp;<br/>CONDITIONS</b> |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------|

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 above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.

b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.

vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

**Note:**

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

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

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

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

LD against delay in executed supply shall be calculated in line with LD clause no. 19.0 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

|                                                                                   |                                                                                              |                                                     |                                                              |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------|
|  | <b>POWER SECTOR NORTHERN<br/>REGION (PSNR)<br/>SUBCONTRACT &amp; PURCHASE<br/>DEPARTMENT</b> | <b>GENERAL<br/>CONDITIONS OF<br/>CONTRACT (GCC)</b> | <b>GENERAL<br/>COMMERCIAL<br/>TERMS &amp;<br/>CONDITIONS</b> |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------|

- iii. Let the Total Executable Value of supply for which inputs/fronTS were made available to Supplier/Vendor and were planned for execution till termination of contract = Y
- iv. Delay in executed supply attributable to Supplier/Vendor i.e.  $T2 = [1 - (X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 19.0) 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.

## **2.10 Documents to be submitted by the vendor along with Bid:**

Followings documents duly filled, signed and stamped shall be submitted along with offer.

- a) Signed & Stamped copy of offer Submission letter
- b) Signed & Stamped copy of Integrity Pact
- c) Signed & Stamped copy of Make in India Declaration (MII)
- d) Declaration regarding compliance to Restrictions under rule 144 (xi) of GFR 2017
- e) Signed & Stamped copy of Third Party Non Disclosure Agreement
- f) Signed & Stamped copy of No Deviation Certificate
- g) Signed & Stamped copy of Prevention of Cartel Formation Declaration
- h) Signed & Stamped copy of Non-Disclosure Certificate
- i) Declaration by authorized signatory of bidder along with valid POA
- j) Declaration by authorized signatory regarding Authenticity of submitted documents
- k) Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- l) Declaration regarding Conflict of interest
- m) Declaration regarding Micro and Small Enterprises (if applicable)
- n) Signed & stamped copy of valid BIS license
- o) Signed & stamped copy of Bid Documents
- p) Supporting documents to fulfil the Technical and Financial PQR
- q) Contact details (email/phone no.) of authorized person for this bid enquiry.
- r) Copy of Udyam Certificate (if Applicable)
- s) PAN copy
- t) GST copy
- u) Cancelled cheque/ NEFT RTGS Mandate duly signed by Banker
- v) Supporting documents to meet PQR Criteria as per Section ID of Empanelment Documents

***It is important to note that, without submission of above-mentioned documents, bidder may be rejected w.r.t. techno-commercial evaluation.***

**OFFER SUBMISSION AS PER CEMENT EMPANELMENT**

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

Offer Reference No: .....

Date: .....

To,

AGM (SCP)  
Bharat Heavy Electricals Limited,  
POWER SECTOR NORTHERN REGION (PSNR)  
SUBCONTRACT & PURCHASE DEPARTMENT,  
BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub: Submission of Offer against Notification for Empanelment for Cement Suppliers

Having examined the Empanelment documents against your Empanelment **Enquiry No. PSNR/PUR/2026CEMENTEMPNL/3580** and having understood the provisions of the said Empanelment documents and having thoroughly studied the requirements of BHEL related to the Empanelment for, in connection with ***Empanelment of Cement Vendor for Procurement of Cement for Project Sites across all PS Regions (PSNR, PSWR, PSSR & PSER)***, we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the Empanelment documents, at the prices quoted by us and as per the indicated delivery schedule.

**Authorised Representative of Bidder**

Signature:

Name:

Address:

Place:

Date:



**INTEGRITY PACT**

**Between**

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

**and**

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

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for **Notification to Empanel Cement Vendors for Procurement of Cement for Project sites across all PS Regions (PSNR, PSWR, PSSR & PSER)** (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

**Section 1- Commitments of the Principal**

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

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

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

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

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

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

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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

## **Section 5 - Previous Transgression**

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

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

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

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

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

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

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).

- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant *Bharatiya Nyaya Sanhita (BNS)*/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement
- 8.13 The word 'Monitor' would include both singular and plural.

## Section 9 - Pact Duration

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

## Section 10 - Other Provisions

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

-----  
For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

-----  
For & On behalf of the Bidder/  
Contractor

(Office Seal)

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup>  
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

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

To,  
AGM (SCP)  
Bharat Heavy Electricals Limited,  
POWER SECTOR NORTHERN REGION (PSNR)  
SUBCONTRACT & PURCHASE DEPARTMENT,  
BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

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

**Ref :** 1) Notification for Empanelment for Cement Suppliers/ NIT/Notification **Enquiry No. PSNR/PUR/2026CEMENTEMPNL/3580**  
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:**

- All bidders must submit a certification stating following details:
  - Percentage of local content in offered products
  - Place (s) of value addition in India
- The suppliers (bidders) shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.**
- In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

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

To,  
AGM (SCP)  
Bharat Heavy Electricals Limited,  
POWER SECTOR NORTHERN REGION (PSNR)  
SUBCONTRACT & PURCHASE DEPARTMENT,  
BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

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

**Ref :** 1) Notification for Empanelment for Cement Suppliers/ NIT/Notification **Enquiry No. PSNR/PUR/2026CEMENTEMPNL/3580**

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



**THIRD PARTY NON-DISCLOSURE AGREEMENT**

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

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL business, or in any way obtained by me during the course of contract.

I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL and are reasonable given the nature of the business carried on by the BHEL I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
(Place) (Date) (Month)

Name:

Company:

Signature & Seal:

**CERTIFICATE OF NO DEVIATION**

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

To,

AGM (SCP)  
Bharat Heavy Electricals Limited,  
POWER SECTOR NORTHERN REGION (PSNR)  
SUBCONTRACT & PURCHASE DEPARTMENT,  
BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301

**Ref : 1) Notification for Empanelment for Cement Suppliers/ NIT/Notification Enquiry No.**

**PSNR/PUR/2026CEMENTEMPNL/3580**

2) All other pertinent issues till date

Subject:

I/WE, M/s

We hereby confirm that we have not changed/ modified/materially altered any of the Empanelment 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 Empanelment conditions together with other references applicable for the above referred NIT/Empanelment Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Empanelment Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with Empanelment instructions and as per aforesaid references.

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

**Place:**

**Date:**

**Declaration for Prevention/ Elimination of Suspected Cartel formation between Suppliers**  
*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

To,

AGM (SCP)  
Bharat Heavy Electricals Limited,  
POWER SECTOR NORTHERN REGION (PSNR)  
SUBCONTRACT & PURCHASE DEPARTMENT,  
BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301

**Ref :** 1) Notification for Empanelment for Cement Suppliers/ NIT/Notification **Enquiry No. PSNR/PUR/2026CEMENTEMPNL/3580**  
2) All other pertinent issues till date

Dear Sir/ Madam,

**Subject: Declaration for Prevention/ Elimination of Suspected Cartel Formation Between Suppliers**

**Reference:**

I/ We \_\_\_\_\_ hereby declare that I/We shall 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 contract, submission or non-submission of bids of any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

**Place:**

**Date:**

**NON-DISCLOSURE CERTIFICATE**

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

I/We understand that BHEL 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 against Notification for Empanelment for Cement Suppliers/ NIT/Notification **Enquiry No. PSNR/PUR/2026CEMENTEMPNL/3580** hereby undertake to comply with the following in line with Information Security Policy of

- 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.

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

**Date:**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To,

AGM (SCP)  
Bharat Heavy Electricals Limited,  
POWER SECTOR NORTHERN REGION (PSNR)  
SUBCONTRACT & PURCHASE DEPARTMENT,  
BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301

**Ref :** 1) Notification for Empanelment for Cement Suppliers/ NIT/Notification **Enquiry No.**  
**PSNR/PUR/2026CEMENTEMPNL/3580**  
2) All other pertinent issues till date

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref:

I/We, hereby certify that all the information and data furnished by me with regard to the above Notification 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 Notification and a valid Power of Attorney to this effect is also enclosed.

**Yours faithfully,**

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

**Date:**

**Enclosed: Power of Attorney**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To,

AGM (SCP)  
Bharat Heavy Electricals Limited,  
POWER SECTOR NORTHERN REGION (PSNR)  
SUBCONTRACT & PURCHASE DEPARTMENT,  
BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301

**Ref :** 1) Notification for Empanelment for Cement Suppliers/ NIT/Notification Enquiry No.  
**PSNR/PUR/2026CEMENTEMPNL/3580**  
2) All other pertinent issues till date

Dear Sir,

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

Ref :

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,**

**Sign. of the AUTHORISED  
SIGNATORY**

**(With Name, Designation and Company seal)**

**Place:**

**Date:**

**UNDERTAKING**

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

To,

AGM (SCP)  
Bharat Heavy Electricals Limited,  
POWER SECTOR NORTHERN REGION (PSNR)  
SUBCONTRACT & PURCHASE DEPARTMENT,  
BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301

**Ref : 1) Notification for Empanelment for Cement Suppliers/ NIT/Notification Enquiry No.**

**PSNR/PUR/2026CEMENTEMPNL/3580**

2) All other pertinent issues till date

Dear Sir/Madam,

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

**Ref:**

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:**

**UNDERTAKING**

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

To,

AGM (SCP)  
Bharat Heavy Electricals Limited,  
POWER SECTOR NORTHERN REGION (PSNR)  
SUBCONTRACT & PURCHASE DEPARTMENT,  
BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301

**Ref :** 1) Notification for Empanelment for Cement Suppliers/ NIT/Notification **Enquiry No. PSNR/PUR/2026CEMENTEMPNL/3580**  
2) All other pertinent issues till date

Dear Sir/Madam,

**SUB: DECLARATION REGARDING CONFLICT OF INTEREST**

**Ref:**

I/We declare that

\_\_\_\_\_ have read and understood the clause regarding **CONFLICT OF INTEREST**, and I/ WE confirms that such conflict of interest does not exist and undertakes that we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard.

This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

**In case, the I/We found having indulged in above activities, the same will be considered as a violation of the Notification conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.**

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

**Place:**

**Date:**



**DECLARATION REGARDING MICRO AND SMALL ENTERPRISES**

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

To,

AGM (SCP)  
Bharat Heavy Electricals Limited,  
POWER SECTOR NORTHERN REGION (PSNR)  
SUBCONTRACT & PURCHASE DEPARTMENT,  
BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301

**Ref :** 1) Notification for Empanelment for Cement Suppliers/ NIT/Notification **Enquiry No. PSNR/PUR/2026CEMENTPNL/3580**  
2) All other pertinent issues till date

Dear Sir,

**Sub: Declaration regarding Micro and Small Enterprises**

Ref:

I/We\_\_\_\_\_declare that I/We falls under MSE category as per details below & submitted documentary evidence/ Govt. Certificate etc. in support of the same along with our 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 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.

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

**Place:**

**Date:**

**TECHNO COMMERCIAL TERMS AND CONDITIONS FOR EMPANELMENT OF CEMENT SUPPLIERS 2026-28**  
**(Valid for a period of 02 Year)**

**Section 1B**

|                                                                              |                                                                                                                                                                                                                                 |  |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Supplier Name</b>                                                         | <b>M/s</b>                                                                                                                                                                                                                      |  |
| <b>Supplier PAN No.</b>                                                      |                                                                                                                                                                                                                                 |  |
| <b>GeM Seller ID of Supplier</b>                                             |                                                                                                                                                                                                                                 |  |
| <b>Supplier Code assigned by BHEL</b>                                        |                                                                                                                                                                                                                                 |  |
| <b>Supplier Address</b>                                                      |                                                                                                                                                                                                                                 |  |
| <b>Supplier Plant Address</b>                                                |                                                                                                                                                                                                                                 |  |
| <b>Items covered/ Scope of Supply</b>                                        | <b>1. Ordinary Portland Cement (OPC-43), Conforming to IS: 269-2015</b><br><b>2. Ordinary Portland Cement (OPC-53), Conforming to IS 12269:2013</b><br><b>3. Portland Pozzolana Cement (PPC) Conforming to IS 1489 (Part-1)</b> |  |
| <b>Supplier Contact person Name &amp; designation, email ID, Contact no.</b> |                                                                                                                                                                                                                                 |  |

**Technical Terms & Conditions**

| <b>Details</b>                                                                   | <b>BHEL Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Supplier response</b> |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Pre-Qualification Requirement (Technical &amp; Financial) for Empanelment</b> | <p>As per Section- I D of Empanelment Documents i.e.<br/> Bidder must be a manufacturer of Cement and having valid BIS license. A valid BIS license is to be provided along with offer.</p> <p>AND</p> <p>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 to this effect as per attached format with Bid. Undertaking is to be submitted in this regard as per format given in GCC.</p> |                          |
| <b>Inspection</b>                                                                | BHEL reserves the right to inspect/test the material during/after manufacturing at supplier's works, and/or at BHEL Site and also to get tested the material under dispatch from third party. The test results of third-party test shall be final and binding on the vendor. In case of rejection at any stage, supplier shall be liable to replace at his own cost.                                                                                                                                                         |                          |
| <b>Manufacturer's Test Certificate (MTC)</b>                                     | Each consignment / batch of cement shall be accompanied by a Manufacturer's Test Certificate (MTC) indicating at least the following:<br>3-day, 7-day and 28-day Compressive strength, Fineness, Initial and final setting time, Soundness, any other parameters as specified in IS                                                                                                                                                                                                                                          |                          |
| <b>Packing</b>                                                                   | Delivery of material shall be required in bags and bulker both depending on site requirement. If Supply is required by site in Bags, it should be delivered in original manufacturer's tamper proof sealed packing. Packing shall be in non-returnable 50 kg bags only.                                                                                                                                                                                                                                                      |                          |
| <b>Material Dispatch Clearance (MDC)</b>                                         | MDC shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance issued by BHEL Site. In case any material is dispatched without prior clearance 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.                                                                                                                                                          |                          |

**TECHNO COMMERCIAL TERMS AND CONDITIONS FOR EMPANELMENT OF CEMENT SUPPLIERS 2026-28**  
**(Valid for a period of 02 Year)**

**Section 1B**

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Supplier Name</b>                               | <b>M/s</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |
| <b>Commercial and General Terms and Conditions</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |
| <b>Details</b>                                     | <b>BHEL Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Supplier response</b> |
| <b>Basic Price</b>                                 | Price in INR (unit rate) should be quoted for F.O.R destination delivery inclusive all (Freight, GST etc).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |
| <b>Freight</b>                                     | Included in quoted Rate/ Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| <b>Transit Insurance</b>                           | Supplier shall Insure the Materials at their cost for transportation and is not payable by BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |
| <b>Payment Term</b>                                | <p>100 % F.O.R. price excluding GST (on 100% FOR Value) shall be released within (90 days for Non MSME, 60 days for Medium Enterprise and 45 days for Micro &amp; Small Enterprise) after receipt, acceptance of material at site and submission of requisite documents.</p> <p>Note: Time period of 90 days/ 60 days /45 days (as applicable) would start from receipt of material at site &amp; physical verification by BHEL i.e duration of 28 days' test report for acceptance of material is included in the payment timeline of 90/60/45 days.</p> <p>Note:- Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch &amp; invoice details on BHEL SUVIDHA portal at <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>, prior to despatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs , in case they were not digitally signed and uploaded on the portal.</p> <p>No interest shall be payable on the security deposit or any other money due to the contractor".</p> <p><b>MSME payments for Goods or Services to be mandatorily settled through TReDS</b></p> <p>"In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ( i.e RXIL, MI xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit.</p> <p>They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission.</p> <p>Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the 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."</p> |                          |
| <b>Paying Authority</b>                            | Paying Authority shall be respective Site and invoices shall be addressed to respective site only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |
| <b>QUANTITY VARIATION</b>                          | During the currency of the contract, Purchaser at its sole discretion, reserves the right to vary the contract quantity by <b>+/-25%</b> at Rate, Terms and Conditions of the initial orders without assigning any reason. In case Quantity Variation clause on +25% side is required to be operated same will be informed to vendor by the purchaser prior to schedule delivery completion period (including extended period, if any). Delivery extension on pro-rata basis shall be given for supply of these additional quantity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |

**TECHNO COMMERCIAL TERMS AND CONDITIONS FOR EMPANELMENT OF CEMENT SUPPLIERS 2026-28**  
**(Valid for a period of 02 Year)**

**Section 1B**

| <b>Supplier Name</b>                                                         | <b>M/s</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Liquidated Damages for delayed delivery beyond the deliver period</b>     | <p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ <b>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</b> without any controversy/dispute of any sort whatsoever.</p> <p>LR/ GR/ RR date (treated as the date of dispatch) shall also mean as date of Delivery for levying LD. However, if date of receipt of material at destination is beyond ten (10) days from the date of LR, such excess period shall be considered for LD purpose.</p> |  |
| <b>Offer Validity</b>                                                        | Tendering will be done in alignment with the respective Site requirements and the terms, conditions, prices to be quoted against such tender valid as specified in Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>Integrity Pact</b>                                                        | Quarterly tenders are monitored by Independent External Monitor. Hence Integrity Pact is mandatory and is to be signed & submitted along with this Empanelment which shall remain valid for FY 26-27.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>Preference to Make In India</b>                                           | Procurement under this Empanelment shall be as per the latest notifications issued by the Government of India/concerned Ministry under the Public Procurement (Preference to Make in India) Order. Under taking is to be submitted in this regard as per format given in GCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <b>Delivery Term</b>                                                         | Carriage and insurance paid to (CIP) destination all over India                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <b>Delivery Locations/ Ex-works/ Project Sites covered under Empanelment</b> | All Domestic Power Sector Projects sites anywhere in India shall be covered under this Empanelment. A Tentative List of Sites/ Locations are attached for ready reference for Bidders. However, in future any new location/ Site anywhere in India can be added under this Empanelment and Supplier has to supply the Cement to the new location/ Site within T&C finalized under Empanelment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <b>Disptach Modality</b>                                                     | Road/Rail as indicated by BHEL. E-way bill/road permit (if applicable) to be arranged by supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| <b>Ordering</b>                                                              | Tendering under this Empanelment will be done throughout the validity of this Empanelment by individual Units & Regions of BHEL /Subsidiaries/ JVs. Order acceptance cum expected delivery schedule shall be provided by the supplier within 7 days from the date of purchase order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <b>Documents required with materials for unloading at destination</b>        | <p>a) GST Compliant Invoice (1 Original + 2 copies).</p> <p>b) Copy of LR</p> <p>c) Copy of Manufacturer's test result in original showing compressive strength of 3, 7 and 28 days results accepted by BHEL/Site (System generated/e-signed certificates are acceptable)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <b>Invoice</b>                                                               | Invoices for the materials supplied shall reflect the base price, freight as finalised (Rupees / MT) and taxes as applicable. Invoices with pricing other than this will be rejected / returned back. Only error free invoices shall be considered for payment processing. Supplier shall submit Original for Receptient + 2 extra copies of the same and 2 original TC copy, 2 LR/Gate pass copy annexed with it. If required supplier shall also submit Commercial invoice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |

**TECHNO COMMERCIAL TERMS AND CONDITIONS FOR EMPANELMENT OF CEMENT SUPPLIERS 2026-28**  
**(Valid for a period of 02 Year)**

**Section 1B**

|                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>Supplier Name</b>                                                                                                                                                    | <b>M/s</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                          |
| <b>Unloading of materials</b>                                                                                                                                           | Unloading of the materials is in the scope of BHEL. However Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on suppliers accounts only. Prior despatch clearance shall be obtained from respective Units/Regions of BHEL                                                                                                                                                                                                                                                                                                                                                                          |                                          |
| <b>Weighment</b>                                                                                                                                                        | Weighing of the consignment shall be done through automatic weigh bridge as indicated by BHEL/Site. BHEL or BHEL approved third party weighment is final. Acceptable Variation/tolerance with respect to weighment shall be as per Relevant IS Standards. In case of a wagon/truck load of more than 25 tonne, the overall tolerance on net quantity of cement shall be limited to quantity tolerance specified for a wagon/truck/Bulker, of up to 25 tonne.                                                                                                                                                                                                                                                                                         |                                          |
| <b>Weighment Tolerance</b>                                                                                                                                              | Acceptable Variation/tolerance with respect to weighment shall be as per Relevant IS Standards. In case of a wagon/truck/Bulker load of more than 25 tonne, the overall tolerance on net quantity of cement shall be limited to quantity tolerance specified for a wagon/truck/Bulker of up to 25 tonne.                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                          |
| <b>Defective Material replacement</b>                                                                                                                                   | Supplier shall replace the defective material at free of cost (inclusive of freight , material cost, taxes etc.) up to destination within one month from notification of defect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                          |
| <b>GCC applicable for this Empanelment and Subsequent Project Specific Tendering</b>                                                                                    | As per Section- I A of Empanelment Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                          |
| <b>Additional Condition</b>                                                                                                                                             | Any other Technical specifications or Quality instructions as applicable shall be published in the GeM Tender and bidder shall comply the same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                          |
| <b>Declaration by Vendor</b>                                                                                                                                            | We have examined the Empanelment documents along with all attachments and having understood the provisions of the said Empanelment documents and having thoroughly studied the requirements of BHEL related to the Empanelment for Cement, we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents.                                                                                                                                                                                                                                                                                                                                                                               |                                          |
| <b>Rights of BHEL</b>                                                                                                                                                   | 1) Empanelment shall only establish the techno-commercial eligibility of cement manufacturers/suppliers. No business commitment or assured quantity shall accrue merely by empanelment. BHEL does not guarantee ordering of any specific quantity. Competitive price discovery shall continue through subsequent tenders floated for the empanelled suppliers based on project-specific requirements. BHEL reserves the right to conduct reverse auction or negotiate or re-float the tender if the lowest offered price is not found competitive.<br>2) BHEL reserves the right to amend, modify, add or delete any empanelled supplier during the validity period of the Empanelment, if considered necessary in the interest of the organization. |                                          |
| <b>NOTE:</b><br>Empanelment confirming to terms and conditions as mentioned above will only be considered. Any deviations to the above T&C term will not be considered. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                          |
| <b>M/s BHEL</b>                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>VENDOR<br/>(Stamped &amp; Signed)</b> |

**Section 1B**  
**TENTATIVE LOCATIONS OF BHEL PROJECT SITE FOR SUPPLY OF**  
**CEMENT UNDER EMPANELMENT**

| SITENAME               | DISTRICT     | STATE           |
|------------------------|--------------|-----------------|
| UPRVUNL PANKI          | KANPUR       | UTTAR PRADESH   |
| NTPC SINGRAULI         | Sonebhadra   | UTTAR PRADESH   |
| HPGCL Yamuna Nagar     | Yamuna Nagar | Haryana         |
| MPPGCL AMARKANTAK      | ANUPPUR      | Madhya Pradesh  |
| MUNPL MEJA             | Prayagraj    | UTTAR PRADESH   |
| NTPC Talcher           | Angul        | Odisha          |
| PVUNL Patratu          | Ramgarh      | Jharkhand       |
| NTPC Ramagundam        | Peddapalli   | Telangana       |
| CSPGCL Korba West      | Korba        | Chhattisgarh    |
| NTPC Korba FGD         | Korba        | Chhattisgarh    |
| NSPCL Bhilai FGD       | Durg         | Chhattisgarh    |
| MPPGCL Satpura         | Betul        | Madhya Pradesh  |
| MSPGCL Koradi          | Nagpur       | Maharashtra     |
| NTPC Mauda FGD         | Nagpur       | Maharashtra     |
| GSECL Ukai             | Surat        | Gujarat         |
| TGGENCO YADADRI        | Nalagonda    | Telangana       |
| TNPGCL UDANGUDI        | Thoothukudi  | Tamil Nadu      |
| NPCIL KAIGA            | Karwar       | Karnataka State |
| NTPL TUTICORIN         | Thoothukudi  | Tamil Nadu      |
| KOTHAGUDEM             | KOTHAGUDEM   | Telangana       |
| BCGCL TALABIRA         | Jharsuguda   | Odhissa         |
| SCCL SINGARENI         | Mancherial   | Telangana       |
| NCTPS-III FGD          | Thiruvallur  | Tamil Nadu      |
| TANGEDCO North Chennai | Thiruvallur  | Tamil Nadu      |
| TANGEDCO Ennore        | Thiruvallur  | Tamil Nadu      |
| NTPC LARA TPP          | RAIGARH      | Chhattisgarh    |
| DVC KODERMA TPP        | KODERMA      | JHARKHAND       |
| DVC RAGHUNATHPUR TPS   | RAGHUNATHPUR | WEST BENGAL     |
| NTPC SIPAT TPP         | BILASPUR     | Chhattisgarh    |

**Note:**

**All Domestic Power Sector Projects sites anywhere in India shall be covered under this Empanelment. Above locations are Tentative and for reference only. However, in future any new location/ Site anywhere in India can be added under this Empanelment and Supplier has to supply the Cement to the new location/ Site within T&C finalized under Empanelment**

Technical Conditions of Contract (TCC) for Procurement of Cement under Empanelment through GEM

1

**PRE QUALIFICATION CRITERIA::**

Offers of Empaneled Cement suppliers with BHEL and Customer approved (if applicable) bidders shall be considered for subject bid. In case any new manufacturer/supplier intends to participate in this bid, such manufacturer/supplier shall first be required to obtain Empanelment by fulfilling the eligibility criteria and complying with the provisions of the Empanelment documents. Their techno-commercial bid shall be evaluated for Empanelment, and only upon being declared empanelled shall their Price Bid be considered along with the Price Bids of the already empanelled bidders.

For details about Empanelment, interested bidder may visit BHEL website (<https://tenders.bhel.com/tenders>) and download the Empanelment Documents and submit their offer for Empanelment.

2

**SCOPE OF SUPPLY:**

Supply of [Portland Pozzolana Cement \( PPC \) Conforming to IS 1489 \(Part-1\)](#) to [XXXXXXXX](#) Site. on F.O.R. Destination Basis.

| Schedule No. | Item description                | Specification                  | Quantity               | Unit of Measure |
|--------------|---------------------------------|--------------------------------|------------------------|-----------------|
| 1            | Portland Pozzolana Cement (PPC) | Conforming to IS 1489 (Part-1) | <a href="#">XXXXXX</a> | MT              |

Or

Supply of [Ordinary Portland Cement \(OPC\), Grade-43 Conforming to IS: 269-2015](#) to [XXXXXXXX](#) Site. on F.O.R. Destination Basis.

| Schedule No. | Item description                         | Specification               | Quantity               | Unit of Measure |
|--------------|------------------------------------------|-----------------------------|------------------------|-----------------|
| 1            | Ordinary Portland Cement (OPC), Grade-43 | Conforming to IS: 269-2015. | <a href="#">XXXXXX</a> | MT              |

Or

Supply of [Ordinary Portland Cement \(OPC\), Grade-53 Conforming to IS 12269 :2013](#) to [XXXXXXXX](#) Site. on F.O.R. Destination Basis.

| Schedule No. | Item description                         | Specification                | Quantity               | Unit of Measure |
|--------------|------------------------------------------|------------------------------|------------------------|-----------------|
| 1            | Ordinary Portland Cement (OPC), Grade-53 | Conforming to IS 12269 :2013 | <a href="#">XXXXXX</a> | MT              |

Technical Conditions of Contract (TCC) for Procurement of Cement under Empanelment through GEM

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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|   | <p>Evaluation shall be done total value wise. Price may please be quoted per MT basis including Freight &amp; GST.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|   | <p><b>PRICE BASIS:</b> Price in INR should be quoted for F.O.R destination delivery to</p> <p>Project Director/ Construction Manager</p> <p>BHEL Site Office,</p> <p>Site Name/ Details</p> <p>P.O.- XXXXXXXX, Distt- XXXXXXXX</p> <p>State:- XXXXXXXX Pin Code: XXXXXX</p> <p>GSTIN NO.: XXXXXXXXXXXXX</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4 | <p><b>TAXES &amp; DUTIES:</b></p> <p><b>4.1</b> The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods &amp; services consumed and output goods &amp; services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.</p> <p>However, provisions regarding <b>GST</b> on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p><b>4.2 GST (Goods and Services Tax)</b></p> <p><b>4.2.1</b> Supplier/Vendor price/rates shall be <b>inclusive</b> 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.</p> <p><b>4.2.2</b> The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL &amp; its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL &amp; its Supplier/Vendor.</p> <p><b>4.2.3</b> Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.</p> |



Technical Conditions of Contract (TCC) for Procurement of Cement under Empanelment through GEM

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

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

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

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

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

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

Technical Conditions of Contract (TCC) for Procurement of Cement under Empanelment through GEM

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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|  | <p>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.</p> <p>g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.</p> <p><b>4.2.9</b> 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.</p> <p><b>4.2.10</b> TDS as applicable under GST law shall be deducted from supplier/ Vendor's bill.</p> <p><b>4.2.11</b> Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills , road permits etc. required for transportation of goods needs to be arranged by the contractor.</p> <p><b>4.2.12</b> 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.</p> <p><b>4.2.13</b> In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/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.</p> <p><b>4.2.14</b> 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.</p> <p><b>4.2.15</b> In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.</p> |
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Technical Conditions of Contract (TCC) for Procurement of Cement under Empanelment through GEM

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|   | <p><b>4.2.16 Variation in Taxes &amp; Duties:</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>4.3 Income Tax:</b></p> <p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p> <p><b>Note:- BHEL will avail 100% Input Tax Credit (ITC) on GST for this GEM bid.</b></p> |
| 5 | <p><b><u>DELIVERY:</u></b> XX Months/ Weeks from the date of PO.</p> <p>Tentative staggered delivery is as follows:</p> <p>1st month- XXXX MT, 2nd month- XXXX MT, 3rd month-XXXX MT and So on</p> <p>However, supply shall be governed as per the site requirement.</p> <p><b>Delivery of material is required in bags and bulker both depending on site requirement.</b></p> <p><b>a).</b> If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**Technical Conditions of Contract (TCC) for Procurement of Cement under Empanelment through GEM**

|         | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                |     |       |    |                                      |                                                |    |                                |                                                |    |                                   |                                                |
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| 6       | <b><u>BILL TO/ SHIP TO ADDRESS:</u></b><br>Project Director/ Construction Manager<br>BHEL Site Office,<br>Site Name/ Details<br>P.O.- XXXXXXXX, Distt- XXXXXXXX<br>State:- XXXXXXXX Pin Code: XXXXXX<br>GSTIN NO.: XXXXXXXXXXXXXXXX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                |     |       |    |                                      |                                                |    |                                |                                                |    |                                   |                                                |
| 7       | <b><u>EMD &amp; PERFORMANCE SECURITY:</u></b> Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                |     |       |    |                                      |                                                |    |                                |                                                |    |                                   |                                                |
| 8       | <b><u>INTEGRITY PACT (IP):</u></b> Applicable/ Not Applicable (Applicable for Estimate > 2.0 Cr)<br><br>Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. <b><u>The names and other details of Independent External Monitor (IEM) for the subject tender is as given.</u></b><br><br>a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Supplier/Vendor are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.<br><table><tr><th>Sl. No.</th><th>IEM</th><th>Email</th></tr><tr><td>1.</td><td>Dr. Sarat Kumar Acharya, Ex-CMD, NLC</td><td><a href="mailto:iem1@bhel.in">iem1@bhel.in</a></td></tr><tr><td>2.</td><td>Shri R. Mukundan, IRPS (Retd.)</td><td><a href="mailto:iem2@bhel.in">iem2@bhel.in</a></td></tr><tr><td>3.</td><td>Shri Madan Lal Meena, IAS (Retd.)</td><td><a href="mailto:iem3@bhel.in">iem3@bhel.in</a></td></tr></table><br>b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.<br><br>c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be | Sl. No.                                        | IEM | Email | 1. | Dr. Sarat Kumar Acharya, Ex-CMD, NLC | <a href="mailto:iem1@bhel.in">iem1@bhel.in</a> | 2. | Shri R. Mukundan, IRPS (Retd.) | <a href="mailto:iem2@bhel.in">iem2@bhel.in</a> | 3. | Shri Madan Lal Meena, IAS (Retd.) | <a href="mailto:iem3@bhel.in">iem3@bhel.in</a> |
| Sl. No. | IEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Email                                          |     |       |    |                                      |                                                |    |                                |                                                |    |                                   |                                                |
| 1.      | Dr. Sarat Kumar Acharya, Ex-CMD, NLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <a href="mailto:iem1@bhel.in">iem1@bhel.in</a> |     |       |    |                                      |                                                |    |                                |                                                |    |                                   |                                                |
| 2.      | Shri R. Mukundan, IRPS (Retd.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <a href="mailto:iem2@bhel.in">iem2@bhel.in</a> |     |       |    |                                      |                                                |    |                                |                                                |    |                                   |                                                |
| 3.      | Shri Madan Lal Meena, IAS (Retd.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <a href="mailto:iem3@bhel.in">iem3@bhel.in</a> |     |       |    |                                      |                                                |    |                                |                                                |    |                                   |                                                |

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|   | <p>referred to the panel of IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p><b>Note:</b><br/> <i>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per GeM Bid.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 9 | <p><b><u>PREFERENCE TO MAKE IN INDIA:</u></b></p> <p>For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the 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.</p> <p><b><u>8.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</u></b></p> <ol style="list-style-type: none"> <li>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).</li> <li>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.</li> <li>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:- <ol style="list-style-type: none"> <li>a. An entity incorporated established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> </ol> </li> </ol> |

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|  | <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation</p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.</p> <p>V. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>VI. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Note:</p> <p>VII. The bidder shall provide undertaking for their compliance to this Clause, in the prescribed format.</p> |
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Technical Conditions of Contract (TCC) for Procurement of Cement under Empanelment through GEM

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|    | 1. 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 10 | <p><b>Evaluation in case of more than one L-1.</b></p> <p>In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.</p>                                                                                                                                                                                                                                                                     |
| 11 | <p><b>Ordering Philosophy: <a href="#">Applicable/ Not Applicable (Based on the Tender floated by Respective regions)</a></b></p> <p>BHEL reserves the right the split the order between L1 and other qualified bidders in the ratio 60:40, in the following mode.</p> <p><b>Step-1:</b> L-1 Bidder shall be awarded with acceptable L-1 rate for 60% quantity.</p> <p><b>Step-2:</b> For the award of remaining 40%, next bidder in the order of Price Competitiveness (i.e. L-2, L-3 and hence forth) shall be given an opportunity to match the awarded L-1 rate. In case none of the bidders agree to match the awarded L-1 price, then BHEL may consider award of left over 40% to L-1 bidder at the awarded L-1 rate OR may choose not to award 40% quantity and scrap the tender for 40% quantity, depending on the site requirement.</p> |
| 12 | <p><b>Order of Precedence:</b></p> <p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> <li>Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</li> <li>Technical Conditions of Contract (TCC) for Procurement of Cement under Empanelment through GEM</li> <li>GeM Bid</li> <li>T&amp;C finalized by BHEL with Bidder for Empanelment</li> <li><b>GCC</b> applicable for Empanelment</li> <li>GeM GTC</li> </ol>                                                                                                                                                                                                                                                             |
| 13 | <p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

Technical Conditions of Contract (TCC) for Procurement of Cement under Empanelment through GEM

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|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
|                                                                                                      | <p>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.</p> <p>3. Any deviation from the conditions specified in subject Bid, will lead to rejection of offer.</p> <p>4. 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.</p> <p>5. 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.</p> <p>6. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>7. 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.</p> |                                                                                                      |                                                                                                      |
| 14                                                                                                   | <p><b><u>Documents to be submitted by the vendor along with Bid:</u></b></p> <p>a) Signed &amp; stamped copy of valid BIS license<br/> b) Signed Copy of GeM Bid<br/> c) Integrity Pact if applicable<br/> d) MII Certificate if applicable</p> <p><i><b>It is important to note that, without submission of above-mentioned documents as per sl. no. (14), bidder may be rejected w.r.t. techno-commercial evaluation.</b></i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                      |                                                                                                      |
| 15                                                                                                   | <p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</p> <table border="1"> <tr> <td> Name: XXXXXXXX,<br/> Designation: XXXXXXXXXX<br/> Email id-XXXXXXX@bhel.in<br/> Ph. No. - +91-XXXXXXXXXXXX </td> <td> Name: XXXXXXXX,<br/> Designation: XXXXXXXXXX<br/> Email id-XXXXXXX@bhel.in<br/> Ph. No. - +91-XXXXXXXXXXXX </td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Name: XXXXXXXX,<br>Designation: XXXXXXXXXX<br>Email id-XXXXXXX@bhel.in<br>Ph. No. - +91-XXXXXXXXXXXX | Name: XXXXXXXX,<br>Designation: XXXXXXXXXX<br>Email id-XXXXXXX@bhel.in<br>Ph. No. - +91-XXXXXXXXXXXX |
| Name: XXXXXXXX,<br>Designation: XXXXXXXXXX<br>Email id-XXXXXXX@bhel.in<br>Ph. No. - +91-XXXXXXXXXXXX | Name: XXXXXXXX,<br>Designation: XXXXXXXXXX<br>Email id-XXXXXXX@bhel.in<br>Ph. No. - +91-XXXXXXXXXXXX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                      |                                                                                                      |





**BHARAT HEAVY ELECTRICALS LIMITED**  
**POWER SECTOR NORTHERN REGION, NOIDA**  
**EMPANELMENT OF CEMENT VENDORS – 2026-28**  
**REF: 2026CEMENTEMPNL**

**PRE-QUALIFICATION REQUIREMENT FOR  
EMPANELMENT OF CEMENT VENDORS**

**PQR:**

Bidder must be a manufacturer of Cement and having valid BIS license. A valid BIS license is to be provided along with offer.

AND

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 to this effect as per attached format with Bid. Undertaking is to be submitted in this regard as per format given in GCC.