

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-10-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-10-2026 17:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	10380038-heavy Plates & Vessels Plant
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :srinivasbitra@bhel.in Buyer Email id: ashishkmr@bhel.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	RTR STATION FOR TUBULAR JOINTS
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	RTR STATION FOR TUBULAR JOINTS
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	GNSS RECEIVER FOR REFERENCE STATION, Cable Joint Kit Suitable for Cables Up to and Including 33 kV (V2), Rack Type Charging Station For Tablet/Mobile Phone, Cast Iron Detachable Joints for use with Asbestos Cement Pressure Pipes as per IS 8794, IS 12987, Docking Station for Body Worn Camera, Grouts for Filling of Joints of Tiles and Stones conforming to IS 17190, Hot Applied Sealing Compounds For Joints In Concrete-IS:1834, Cast Iron Detachable Joints for Use with Asbestos Cement Pressure Pipes conforming to IS 8794, Unplasticized PVC Pipes for Water Supply conforming to IS 4985, Stationary Lead Acid Batteries (with Tubular Positive Plates) in Monobloc Container (V2) Conforming To IS 13369
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Real Time PCR Machine
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईएमडी राशि/EMD Amount	600000
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

HPVP
AS PER TENDER
(Bhel Hvpv)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within $L-1+ 15\%$ (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any

impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

RTR STATION FOR TUBULAR JOINTS (1 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mohammad Shabir	530012,Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.	1	210

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
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क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	TENDER View	TENDER	RTR STATION FOR TUBULAR JOINTS(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

4. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

5. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- The Seller fails to comply with any material term of the Contract.
- The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.

- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

6. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

1. PRE-QUALIFICATION CRITERIA

1.1. TECHNICAL:

- 1.1.1. As per Technical Specification as per Ref: HPVP/2026-27/RTR STATION/REV:00 (Part-A & Part-B).

1.2. FINANCIAL: NA

- 1.3. Submission of Integrity Pact duly signed (*applicable for estimate $\geq$ 2 Cr*). **Applicable**

- 1.4. Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities and shall submit undertaking (Annexure-4) to this effect

- 1.5. ~~Customer Approval (if Required)-~~

Explanatory Notes for the PQR:

- i. ~~'SIMILAR MATERIALS OR HIGHER GRADE' in PQR - 1.1 means, bidder should have experience to supply of AC/DC Power meter or equivalent Material" shall submit the relevant documents against the above PQRs.~~
- ii. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover PQR - 1.2 above along with all annexures.
- iii. In case of audited Financial Statements have not been submitted for all the three years as indicated against Financial Turnover PQR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
- iv. If Financial Statements are not required to be audited statutorily, then instead of audited Financial Statements, Financial Statements are required to be certified by Chartered Accountant.
- v. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.
- vi. Price Bids of only those bidders shall be opened who stand qualified after compliance of Stated PQR requirements.

2. Scope of Supply

SUPPLY, INSTALLATION & COMMISSIONING OF RTR(REAL TIME RADIOGRAPHY) STATION FOR TUBULAR JOINTS AS PER TECHNICAL SPECIFICATION DOCUMENTS: REF: HPVP/2026-27/RTR STATION/REV:00 (PART-A & PART-B)

Refer Annexure A for item-wise specification applicability details.

3. PRICE

- 3.1. **Price Basis:** Price in INR should be quoted for **F.O.R. Stores, HPVP, Visakhapatnam** and Delivery to:
Sr. Manager (Stores), BHEL HPVP, VISAKHAPATNAM - 530012 GSTIN: 37AAACB4146P7Z8

- 3.1.1. Vendor shall quote as per the enclosed Price Schedule format as available in GeP NIC Portal. Vendor to quote for all the items otherwise their offer shall be rejected.
- 3.1.2. The quoted / finalized rates shall be firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract.
- 3.1.3. **The basic Price should be inclusive of Inspection, Testing, Freight, Packing & Forwarding, Transit Insurance, procurement portal Charges, any other taxes excl. GST, etc.**
- 3.1.4. GST % on the tendered item shall be indicated as % on the basic price. **Note: Offer with PVC clause will not be considered**
- 3.2. **Price Evaluation method:** The tender will be evaluated on **Package Wise evaluation basis**. Evaluation and L1 identification shall be on total landed cost to BHEL including all cost up to destination
 Price shall be considered on Landed Cost basis (Total cost to BHEL). Landed cost shall be worked out on price quoted including Quantity with tolerance, P&F charges, Testing & Inspection charges, Freight, Transit Insurance, Loadings on Deviations, Customs duty, loading as per customs notifications, GST after taking out Input Tax Credit as applicable. **The Price comparative statement shall be worked out on overall Landed cost basis (Total cost to BHEL) for PACKAGE WISE L1 BASIS.**
 - a) The comparative statement of the price prepared on the reference date shall remain firm throughout the period. Any change in duty and tax structure during execution of the contract will not be considered for the re-ranking of Bidders.
 - b) The lowest price received against BHEL, HPVP tender need not be commercially lowest price (L-1). BHEL, HPVP reserves the right to negotiate the same.
 - c) BHEL, HPVP reserves the right/option to REFLOAT the tender if L-1 price is not the lowest acceptable price to BHEL, HPVP.
 - d) ~~The prevailing Exchange rates (TT selling rate of SBI) on the date of opening of Technical Bid shall be considered for Price Evaluation of import offers. If the date of opening of Technical bid happens to be a bank holiday or no forex, then the forex rate as on previous bank (SBI) working day shall be considered.~~
 - e) The acceptable evaluation currency of this tender shall be Indian Rupee (INR)
 - f) ~~If BHEL decides to give any relaxation to NIT terms the following Loadings will be considered accordingly:~~
 - 1) ~~Loading on Payment Terms~~
 - 2) ~~Loading on Delivery period~~
 - 3) ~~Loading on LD terms & conditions~~
 - 4) ~~Loading on Bank Guarantee.~~
 - 5) ~~Loading on Quantity.~~
- 3.3. **Reverse Auction: APPLICABLE / NOT APPLICABLE. As per GeM Terms and Condition.**

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

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~~Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."~~

3.4. Price Validity: Quotation shall be valid for 60 Days from the Technical (Part-1) Bid Opening. If Revised Price Bid/Impact bid is asked by BHEL, the validity of the same shall be 45 days from the price bid opening OR 60 days from the day of part -1 bid opening, whichever is later.

4. TAXES & DUTIES:

4.1. The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i. e. amount paid by BHEL + overhead) However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

4.2. GST (Goods and Services Tax)

4.2.1. GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be **exclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition

4.2.2. The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.

4.2.3. Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.

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

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

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

4.2.7. Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date la

ter 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: -
- 4.2.8.1. **Supply of goods and/or services have been received by BHEL .**
 - 4.2.8.2. Original Tax Invoice has been submitted to BHEL.
 - 4.2.8.3. Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
 - 4.2.8.4. 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.
 - 4.2.8.5. 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.
 - 4.2.8.6. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
 - 4.2.8.7. Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
- 4.2.9. Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.
- 4.2.10. TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.
- 4.2.11. Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
- 4.2.12. Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST /interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
- 4.2.13. In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.
- 4.2.14. Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.
- 4.2.15. In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.
- 4.2.16. Variation in Taxes & Duties:
Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extension.

ded schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

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

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

4.3. Income Tax: TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.

5. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC):

After completion of the Inspection at works respectively, suppliers need to send the scanned copies of TC's, Inspection reports and other applicable Test Reports in accordance with TDC/Technical specifications to BHEL with duly endorsed by Inspecting authority for obtaining the material dispatch clearance.

MDCC shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL. In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.

6. INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS:

As per Technical Specification as per Ref: HPVP/2026-27/RTR STATION/Rev:00 (Part -A & Part-B).

7. DELIVERY:

As per Technical Specification as per Ref: HPVP/2026-27/RTR STATION/Rev:00 (Part -A & Part-B).

FOR SUPPLY: ALL THE MATERIALS/EQUIPMENT SHOULD BE SUPPLIED WITHIN **5 MONTHS** AND VERIFICATION FROM THE DATE OF PO TO RECEIPT OF MATERIAL AT BHEL HPVP.

FOR INSTALLATION, COMMISSIONING AND FINAL ACCEPTANCE OF THE MACHINE: THE ACCEPTABLE EXECUTION PERIOD SHALL BE **WITHIN 2 MONTHS [60 DAYS]** FROM THE DATE OF SITE READINESS COMMUNICATION TO THE DATE OF COMPLETION CERTIFICATE/MOM FROM BHEL HPVP.

BHEL WILL GIVE INTIMATION OF SITE READINESS WITHIN ONE MONTH FROM DATE OF RECEIPT OF ITEMS.

NOTE:

- 7.1. 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.
- 7.2. In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of the bid, then delivery extension on pro-rata basis shall be given for supply of these additional quantity.

8. TRANSIT INSURANCE:

Transit Insurance of material is in Supplier/Vendor's scope. Supplier/Vendor shall insure the material at their cost for transportation. Vendor to quote price inclusive of Transit Insurance.

9. PAYMENT TERMS:

As per Technical Specification as per Ref: HPVP/2026-27/RTR STATION/Rev:00 (Part-A & Part-B). within the stipulated days as mentioned below from the date of receipt and acceptance of materials at BHEL HPVP.

FOR SUPPLY OF MATERIAL: 70% OF TOTAL ORDER VALUE SHALL BE MADE WITHIN THE STIPULATED DAYS AS MENTIONED BELOW FROM THE DATE OF RECEIPT AND ACCEPTANCE OF ALL THE MATERIALS AT BHEL HPVP SITES.

FOR INSTALLATION, COMMISSIONING AND PROVE OUT OF THE MACHINE: 30% OF TOTAL ORDER VALUE SHALL BE MADE WITHIN THE STIPULATED DAYS AS MENTIONED BELOW FROM THE DATE OF COMPLETION OF INSTALLATION, COMMISSIONING AND PROVE OUT **OF THE MACHINE** AND UPON SIGNING OF THE MINUTES OF MEETING(MOM) AT BHEL SITE AND SUBMISSION OF PERFORMANCE BANK GUARANTEE.

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

Payment will be done on pro-rata basis. However, GST portion of invoice shall be released only upon

1. Vendor declaring the Invoice in his GSTR-1.
2. Receipt of Goods and Tax Invoice by BHEL.
3. Confirmation of Payment of GST thereon by vendor on GSTN portal.

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10. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL/BILLING DOCUMENTS:

The following documents are required to be sent with material dispatch/Billing Documents:

- 10.1. Original Tax Invoice (As per Cl. No. 4 above).
- 10.2. Copy of LR.
- 10.3. Original Inspection documents
- 10.4. Warranty Certificate

11. BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION:

- 11.1. For Electronic Fund Transfer the details are as below:
 - 11.1.1. Name of the Beneficiary: Bharat Heavy Electricals Limited
 - 11.1.2. Bank Particulars:
 - 11.1.2.1. Name of the Company - BHARAT HEAVY ELECTRICALS LTD.
 - 11.1.2.2. Address of the company - NATHAYYA PALEM, VISAKHAPATNAM
 - 11.1.2.3. Bank branch -STATE BANK OF INDIA, BHPV BRANCH
 - 11.1.2.4. City: VISAKHAPATNAM
 - 11.1.2.5. Branch code: 1675
 - 11.1.2.6. Account Number: **33362109398**
 - 11.1.2.7. IFSC code: SBIN0001675

12. EMD: Applicable / ~~Not Applicable.~~

- 12.1. Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
 - 12.1.1. EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
 - 12.1.2. The EMD up to an amount of **Rs. 6 Lakhs** is to be paid only in the following for

- ms:
- 12.1.2.1. Electronic Fund Transfer credited in BHEL account (before tender opening)
 - 12.1.2.2. Banker's cheque/ Pay order/ Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).
 - 12.1.2.3. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL marking lien in favour of BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period.
 - 12.1.2.4. Bank Guarantee from any of the Scheduled Banks. In such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period.
 - 12.1.2.5. Insurance Surety Bonds.
 - 12.2. In case the EMD is more than Rs. Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in the prescribed format. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.
 - 12.3. No other form of EMD remittance shall be acceptable to BHEL.
 - 12.4. EMD by the Bidder will be forfeited as per NIT conditions, if: EMD: Applicable / Not Applicable.

13. PERFORMANCE SECURITY: Applicable / ~~Not Applicable~~

- 13.1. Successful bidder awarded the contract should deposit **10% of the contract value** as performance security towards fulfilment of all contractual obligations, including warranty obligations.
- 13.2. Performance Security is to be furnished within 14 days after issuance of Contract/PO and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including warranty obligations. The claim period of the bank guarantee shall be 12 months after Warranty period. (Warranty period + 12 Months). Vendor to instruct their PBG issuing bank to send the Original Performance Bank Guarantee directly to BHEL-HPVP-Visakhapatnam.
- 13.3. **Modes of deposit:**
 - 13.3.1. Performance security may be furnished in the following forms:
 - 13.3.1.1. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ
 - 13.3.1.2. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BHEL.
 - 13.3.1.3. Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
 - 13.3.1.4. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
 - 13.3.1.5. Insurance Surety Bond.

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 13.3.2. In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.
- 13.4. The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO..
- 13.5. Performance Security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

- 13.6. The Performance Security shall not carry any interest.
- 13.7. There is no exemption of Performance security deposit submission for MSE Vendors

14. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

- 14.1. The following shall amount to breach of contract:
 - 14.1.1. 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.
 - 14.1.2. 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.
 - 14.1.3. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
 - 14.1.4. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
 - 14.1.5. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
 - 14.1.6. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - 14.1.7. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
 - 14.1.8. 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.
 - 14.1.9. 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.
 - 14.1.10. 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. Contract or shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

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

- 14.2. **Remedies in case of Breach of Contract.**
 - 14.2.1. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
 - 14.2.2. 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.
 - 14.2.3. 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

g manners:

- 14.2.4. In case the amount recovered under above sub clauses 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.
- 14.2.5. 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:
 - 14.2.5.1. from dues available in the form of Bills payable to defaulted Supplier/Vendor or against the same contract.
 - 14.2.5.2. 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.
- 14.2.6. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- 14.2.7. 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.
- 14.2.8. 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
- 14.2.9. Note:
 - 14.2.9.1. The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:
 - 14.2.9.1.1. In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
 - 14.2.9.1.2. In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partner; or sole proprietorship firm owned by any partner(s) as a sole proprietor.
- 14.3. **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. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.
 - 14.3.1. Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.
 - 14.3.1.1. 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
 - 14.3.1.2. **Let the value of executed supply till the time of termination of contract= X**
 - 14.3.1.3. 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
 - 14.3.1.4. Delay in executed supply attributable to Supplier/Vendor i.e. $T2 = [1 - (X/Y)] \times T1$
 - 14.3.1.5. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.

15. BILL TO/ SHIP TO ADDRESS:

- 15.1. **Bill to: MM (Head) , BHEL HPVP, Nattayapalem, BHPV Post Visakhapatnam 530012**
- 15.2. **Ship to : Sr Manager (Stores), BHEL HPVP, Nattayapalem, BHPV Post Visakhapatnam 530012**

16. GUARANTEE/WARRANTY

- 16.1. Supplier Should guarantee against all design, manufacturing and for performance for a period of 24 month from the date of receipt at our stores. Supplier shall be responsible and contact point for any service related issue during warranty period or after warranty period.

17. MICRO AND SMALL ENTERPRISES (MSE):

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

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

Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- 17.1. 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.**
- 17.2. **Non-submission of supporting document in GePNIC 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.
- 17.3. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

18. LIQUIDATED DAMAGE: **Applicable as Per GeM Terms and Condition .**

- 18.1. ~~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.~~
- 18.2. ~~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.~~
- 18.3. ~~If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/refixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10 % of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. Date of LR/Invoice whichever is later shall be considered for LD calculation purpose. In case of delay, the supplier should deduct applicable L.D and negotiate the documents for balance amount only. **Any deviation from the above LD clause, loading shall be applied to the extent of relaxation sought OR to which the LD is not agreed by the bidder, at offered basic value. In case the LD is not quantifiable, full 10% loading will be done.**~~
- 18.4. **Risk Purchase:** The delivery period stated shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.

19. INTEGRITY PACT (IP): **Applicable-/ Not Applicable**

- INTEGRITY PACT IS A TOOL TO ENSURE THAT ACTIVITIES AND TRANSACTIONS BETWEEN THE COMPANY AND ITS BIDDERS/ CONTRACTORS ARE HANDLED IN A FAIR, TRA

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.

- DETAILS OF IEM FOR THIS TENDER IS FURNISHED BELOW:

SL. NO.	IEM	EMAIL IDS
01	DR SARAT KUMAR ACHARYA , EX-CMD, NL C	IEM1@BHEL.IN
02	SHRI R. MUKUNDAN, IRPS(RETD.)	IEM2@BHEL.IN
03	SHRI MADAN LAL MEENA, IAS(RETD.)	IEM3@BHEL.IN

- THE IP AS ENCLOSED WITH THE TENDER IS TO BE SUBMITTED (DULY SIGNED BY AUTHORIZED SIGNATORY WHO SIGNS IN THE OFFER) ALONG WITH TECHNO-COMMERCIAL BID(PART-I). 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.
- PLEASE REFER SECTION-8 OF IP FOR ROLE AND RESPONSIBILITIES OF IEMS. IN CASE OF ANY COMPLAINT ARISING OUT OF THE TENDERING PROCESS, THE MATTER MAY BE REFERRED TO THE ANY OF THE ABOVE IEM(S). ALL CORRESPONDENCE WITH THE IEMS SHALL BE DONE THROUGH EMAIL ONLY.
- 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
- FOR ALL CLARIFICATIONS/ ISSUES RELATED TO THE TENDER, PLEASE CONTACT:

Name: (1) Mr. D S Baraik /Sr. Manager [MM-RM] Deptt: MM-Purchase Address: BHEL HPVP, Visakhapatnam Phone: (Landline/ Mobile) 91+ 891-28 8 1301/1305	Name: (1) Mr. B Srinivas /DGM [MM] Dept: MM-Purchase Address: BHEL HPVP, Visakhapatnam Phone: (Landline/ Mobile) 91+ 891-2 88 1324
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20. PREFERENCE TO MAKE IN INDIA:

- 20.1. 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 Bid, the same shall be applicable even if issued after issue of this GePNIC Bid, **but before opening of Part-II bids against this GePNIC Bid.**
- 20.2. **Compliance to Restrictions under Rule 144 (xi) of GFR 2017:**
 - 20.2.1. 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).
 - 20.2.2. "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 bidder as stated hereinbefore, including any agency branch or office controlled by such person

- son, participating in a procurement process.
- 20.2.3. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: - 20.2.3.1. An entity incorporated established or registered in such a country; or
- 20.2.3.2. A subsidiary of an entity incorporated established or registered in such a country; or
- 20.2.3.3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- 20.2.3.4. An entity whose beneficial owner is situated in such a country; or
- 20.2.3.5. An Indian (or other) agent of such an entity; or
- 20.2.3.6. A natural person who is a citizen of such a country; or
- 20.2.3.7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 20.2.4. The beneficial owner for the purpose of (20.2.3) above will be as under:
- 20.2.4.1. 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.
- 20.2.4.1.1. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- 20.2.4.1.2. "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.
- 20.2.4.2. 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.
- 20.2.4.3. 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.
- 20.2.4.4. 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;
- 20.2.4.5. 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. (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.
- 20.2.5. 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.

21. SETTLEMENT OF DISPUTE

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

ved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1.

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

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

21.2. **ARBITRATION:**

- 21.2.1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; 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 BHEL HPVP**) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- 21.2.2. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- 21.2.3. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the 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.
- 21.2.4. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 21.2.5. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Visakhapatnam.
- 21.2.6. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Visakhapatnam.
- 21.2.7. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- 21.2.8. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crore

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- 21.2.9. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- 21.2.10. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
- 21.3. **In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:** In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

22. JURISDICTION

Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Visakhapatnam shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

GOVERNING LAWS

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

23. FORCE MAJEURE

- 23.1. "Force Majeure" shall mean circumstance which is:
- 23.1.1. beyond control of either of the parties to contract,
 - 23.1.2. either of the parties could not reasonably have provided against the event before entering into the contract,
 - 23.1.3. having arisen, either of the parties could not reasonably have avoided or overcome, and
 - 23.1.4. 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
 - 23.1.4.1. War, hostilities, invasion, act of foreign enemies.
 - 23.1.4.2. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
 - 23.1.4.3. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
 - 23.1.4.4. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
 - 23.1.4.5. 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.
 - 23.1.4.6. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
 - 23.1.4.7. Epidemic, pandemic etc.
- 23.2. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship
- 23.3. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen

-) days after the occurrence of such event.
- 23.4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 23.5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- 23.5.1. Constitute a default or breach of the Contract.
- 23.5.2. 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.
- 23.6. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

24. NON-DISCLOSURE AGREEMENT: **APPLICABLE / NOT APPLICABLE**

The bidders shall enter into the Non-disclosure agreement separately. (Format attached).

25. CARTEL FORMATION

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

26. 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.

27. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTOR

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.

28. Integrity commitment, performance of the contract and punitive action thereof:

- 28.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 28.2. Commitment by Bidder/ Supplier/ Contractor: Suspension of Business Dealings:
- 28.2.1. The bidder/ supplier/ contractor commits 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.
- 28.2.2. The bidder/ supplier/ contractor 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.
- 28.2.3. The bidder/ supplier/ contractor 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.
- 28.3. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartel so as to influence the bidding process or influence the price 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, or does anything which is actionable under the Guidelines for Suspension of Business dealings then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

29. TREATMENT OF CASES REGARDING CONFLICT OF INTEREST

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

- 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 tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one authorised distributor (with/ or without the OEM). From quoting equipment manufactured by an original equipment manufacturer (OEM) in procurements under a proprietary article certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a bidder (including the participation of a bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

THE BIDDER DECLARES THAT THEY HAVE READ AND UNDERSTOOD THE ABOVE ASPECTS, AND THE BIDDER CONFIRMS THAT SUCH CONFLICT OF INTEREST DOES NOT EXIST AND UNDERTAKES THAT THEY WILL NOT ENTER INTO ANY ILLEGAL OR UNDISCLOSED AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL WITH OTHER BIDDER(S), IN THIS REGARD. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS. IN CASE, THE BIDDER IS FOUND HAVING INDULGED IN ABOVE ACTIVITIES, THE SAME WILL BE CONSIDERED AS A VIOLATION OF THE TENDER CONDITIONS, AND SUITABLE ACTION SHALL BE TAKEN BY BHEL AS PER EXTANT POLICIES/ GUIDELINES.

30. For supply orders placed on Indian Suppliers : Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, 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 up to Rs five lakhs, in case they were not digitally signed and uploaded on the portal.

The material will not be accepted inside BHEL in absence of the above.

31. 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-

31.1. D S Baraik, Sr Manager, MM-Purchase, Ph: 08912881301 /1305 E-Mail: dsbaraik@bhel.in & ashishkmr@bhel.in

32. Successful bidder shall compulsorily get registered in Government E-Marketplace (GeM) before placement of Purchase Order and shall provide the GeM Seller ID to BHEL (In case of Indigenous Vendors).

33. Linking up of Old issues : In case if you have any outstanding problem with earlier supplies, you should not link up against this enquiry or PO at later stages.

34. Evaluation in case of more than one L-1 bidder: 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 the mode decided by BHEL. 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.

35. CONTACT PERSON:

COMMERCIAL QUERIES	MR. D S BARAIK /DGM [MM-RM], / PHONE: (LANDLINE/ MOBILE) 91+ 891-288 1301 /EMAIL ID: dsbaraik@bhel.in
TECHNICAL QUERIES	MR AJIT KUMAR MAHARANA / MANAGER [PRODUCTION]/ PHONE: (LANDLINE/ MOBILE) 91+ 891-288 1121 /EMAIL ID: akmaharana@bhel.in

36. 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 tendering process or in subsequent business dealings with the company.

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

FIRST LEVEL: any grievance should initially be addressed to the designated dealing officer; whose contact details are provided in the notice inviting tender (NIT)/contract.

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."

37. BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. Also, BHEL reserves the right to reject or accept one or any offer without assigning any reason.

38. Right to Reject: The competent authority reserves all rights to reject the goods if the same are

re not found in accordance with the required description / specifications/quality. Rejected materials if any after receipt of material at our end shall be replaced by Supplier at free of cost (inclusive of all testing, inspection, TPI, service charges etc) up to destination immediately without any extra freight from defect notification date

39. BHEL HPVP reserves the right to Reduce / Increase the quantities of any RFQ items mentioned in the enquiry. Vendor shall agree to accept reduced/increased qty of any RFQ items. Bidders to quote as per tender quantity only

40. Price Impact: Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, commercial terms/conditions as specified in NIT and in the opinion of BHEL such changes warrant changes in prices. BHEL at its sole discretion may also invite revised prices if there are major changes in scope. Revised price bids/impact price will not be accepted after opening of technical bids unless otherwise specifically asked by BHEL.

41. BHEL HPVP reserve the right to negotiate and Re-float the tender if the lowest offered price is not found competitive.

42. No overdue Interest, whatsoever the reason, will be payable by BHEL to either supplier or His Bankers.

43. Dimensions of the consignment [LXWXH/ Gross Wt/ Net Wt. to be indicated. You may enclose separate sheet if space is not adequate.

44. Pricing Terms: Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract. Offers with Price Variation Clause will not be accepted. In case of order, Price should be firm till execution of order

45. Techno commercially qualified vendors' credentials will be submitted to customer/consultant, if required for their approval and their offers will be considered for price bid opening/ reverse auction subject to customer /consultant approval for the tender. Bidder shall submit their credentials and company details along with technical offers.

46. ORDER OF PRECEDENCE:

46.1. **In the event of any ambiguity** or conflict between the Tender Documents, the order of precedence shall be in the order below:

- 46.1.1. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- 46.1.2. Buyer Added Bid Specific ATC
- 46.1.3. GePNIC Bid Technical Conditions of Contract (TCC)

47. NOTE:

- 47.1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
- 47.2. 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.
- 47.3. Any deviation from the terms and conditions stated in the enquiry/tender.
- 47.4. 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.
- 47.5. 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.
- 47.6. 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 www.bhel.com.
- 47.7. 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.

48. ENCLOSURE: Refer Annexure 1 for Applicable annexures to be filled by supplier and submitted to BHEL along with their offer.

- 48.1. Annexure A – Specification and QAP Details

- 48.2. Annexure B – Unpriced Bid
- 48.3. Annexure C- Declaration for treatment of cases regarding conflict of interest
- 48.3. Annexure-1: Check List.
- 48.4. Annexure-2: Offer forwarding letter / tender submission letter
- 48.4. Annexure-3: No Deviation Certificate
- 48.5. Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- 48.6. Annexure-5: Declaration by Authorized Signatory
- 48.7. Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Document
- 48.8. Annexure-7: Non-Disclosure Certificate
- 48.9. Annexure-8: Integrity Pact
- 48.10. Annexure-9: Declaration confirming knowledge about Site Conditions
- 48.11. Annexure-10: Declaration reg. Related Firms & their areas of Activities
- 48.12. Annexure-11: Declaration for relation in BHEL
- 48.13. Annexure- 12: Declaration reg. minimum local content in line with revised public procurement
- 48.14. Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017
- 48.15. Annexure-14: Bank Account Details for E-Payment
- 48.16. Annexure-15: Power of Attorney for submission of tender.
- 48.17. Annexure-16: Proforma of Bank Guarantee for Earnest Money.
- 48.18. Annexure-17: Proforma of Bank Guarantee for Performance Security.
- 48.18. Annexure-18: List of Consortium Bank.

अस्वीकरण/**Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.

11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा। In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---
