

**CHECK LIST**

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

<b>A</b>	<b>Name and Address of the Supplier</b>		
<b>B</b>	<b>GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)</b>		
<b>C</b>	<b>Details of Contact person for this Tender</b>	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
<b>D</b>	<b>EMD DETAILS</b>	<b>Not applicable</b>	
<b>E</b>	<b>DESCRIPTION</b>	<b>APPLICABILITY (BY BHEL)</b>	<b>ENCLOSED BY BIDDER</b>
i.	Whether <b>Pre - Qualification Criteria</b> is understood and provided proper supporting documents.	<b>Applicable/ Not Applicable</b>	YES / NO
ii.	Whether <b>all pages of the Tender documents</b> including annexures, appendices etc. are read and understood	<b>Applicable/ Not Applicable</b>	YES / NO
iii.	<b>Audited Balance Sheet</b> and <b>profit &amp; Loss Account</b> for the last three years	<b>Applicable/ Not Applicable</b>	YES / NO
iv.	Copy of <b>PAN Card</b> & <b>GST</b> registration	<b>Applicable/ Not Applicable</b>	YES / NO
v.	Submission of <b>MSE certificate</b> as specified in Tender	<b>Applicable/ Not Applicable</b>	YES / NO
vi.	<del>Offer forwarding letter / tender submission letter as per Annexure 2</del>	<del>Applicable/ Not Applicable</del>	<del>YES / NO</del>
vii.	Submission of <b>Certificate of No Deviation</b> as per <b>Annexure 3</b>	<b>Applicable/ Not Applicable</b>	YES / NO
viii.	Declaration regarding <b>Insolvency/ Liquidation/ Bankruptcy Proceedings</b> as per <b>Annexure 4</b>	<b>Applicable/ Not Applicable</b>	YES / NO
ix.	<del>Declaration by <b>Authorized Signatory</b> as per <b>Annexure 5</b></del>	<del>Applicable/ Not Applicable</del>	<del>YES / NO</del>
x.	Declaration by <b>Authorized Signatory regarding Authenticity</b> of submitted Documents <b>Annexure 6</b>	<b>Applicable/ Not Applicable</b>	YES / NO
xi.	Submission of <b>Non-Disclosure Certificate</b> as per <b>Annexure 7</b>	<b>Applicable/ Not Applicable</b>	YES / NO
xii.	Submission of <b>Integrity Pact</b> as specified in Tender as per <b>Annexure 8</b>	Applicable/ Not Applicable	YES / NO

xiii.	Declaration <del>confirming knowledge about Site Conditions</del> as per <del>Annexure 9</del>	Applicable/ Not Applicable	YES / NO
xiv.	Declaration reg. <b>Related Firms &amp; their areas of Activities</b> as per <b>Annexure 10</b>	<b>Applicable/Not Applicable</b>	YES / NO
xv.	Declaration for <b>relation in BHEL</b> as per <b>Annexure 11</b>	<b>Applicable/Not Applicable</b>	YES / NO
xvi.	Declaration reg. <b>minimum local content</b> in line with revised public procurement as per <b>Annexure 12</b>	<b>Applicable/Not Applicable</b>	YES / NO
xvii.	Declaration regarding <del>compliance to Restrictions under Rule 144 (xi) of GFR 2017</del> as per <del>Annexure 13</del>	<del>Applicable/ Not Applicable</del>	YES / NO
xviii.	<del>Bank Account Details</del> for E-Payment as per <del>Annexure 14</del>	Applicable/ Not Applicable	YES / NO
xix.	<del>Power of Attorney</del> for submission of tender as per <del>Annexure 15</del>	<del>Applicable/ Not Applicable</del>	YES / NO
xx.	<del>Proforma of Bank Guarantee for Earnest Money</del> as per <del>Annexure 16</del>	Applicable/ Not Applicable	YES / NO
xxi.	<del>Bank guarantee for performance security</del> as per <del>Annexure 17</del>	Applicable/ Not Applicable	YES / NO
xxii.	List of <del>consortium bank</del> as per <del>Annexure 18</del>	Applicable/ Not Applicable	YES / NO

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

DATE:

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

**CERTIFICATE OF NO DEVIATION**

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

To,

Manager/MM/BOI – BHEL TRICHY 620014

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No: GEM/2026/B/7100172 DATED 12.01.2026

2) All other pertinent issues till date

<b>Description</b>	<b>ELECTRO FORGED STEP TREADS</b>	
<b>Drawings/ specification/ data sheet / type test requirements</b>	<b>Annexure F – Schedule of Items &amp; Delivery Location</b> <ul style="list-style-type: none"><li>• ELECTROFORGED STEP TREAD 63X275X1200mm AS PER DRG.1-36-820-19691/02</li><li>• ELECTRO FORGED STEP TREAD 63X250X1000mm AS PER DRG.1-36-820-02370/00</li><li>• ELECTROFORGED STEP TREAD 63X250X1200mm AS PER DRG.1-36-820-02543/07</li></ul>	
<b>Quality Plan</b>	<b>QUALITY PLAN SQP:SD:45 DATED 27.03.2025</b>	
<b>Packing Procedure</b>	As applicable in the SQP	
<b>Document reference</b>	<b>BHEL enquiry called for</b>	<b>Firm's alternative offer</b>
	<b>NIL Deviation as per Enquiry Documents</b>	

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

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

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

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

Yours faithfully,

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

Date:

Place:

**UNDERTAKING**

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

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**To,**

Manager/MM/BOI – BHEL TRICHY 620014

Dear Sir/Madam,

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

**Ref:** GeM Bid No: GEM/2026/B/7100172 DATED 12.01.2026

I/We, \_\_\_\_\_ declare that,

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

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

Place:

Date:

**ANNEXURE 6**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

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To,

Manager/MM/BOI – BHEL TRICHY 620014

Dear Sir,

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

Ref 1) GeM Bid No. & Date: GEM/2026/B/7100172 DATED 12.01.2026

2) All other pertinent issues till date

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

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

Yours faithfully,

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

**Date:**

**NON-DISCLOSURE CERTIFICATE**

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

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

Hence, \_\_\_\_\_ I/We \_\_\_\_\_ M/s \_\_\_\_\_

.....  
who are submitting offer for providing services to BHEL TRICHY against GeM Bid No: GEM/2026/B/7100172 DATED 12.01.2026 hereby undertake to comply with the following in line with Information Security Policy of BHEL TRICHY.

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

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

**Date:**

**Integrity Pact (IP)**

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

SL	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

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

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

**Note:**

*No routine correspondence shall be addressed to the IEM (phone/post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) departments officials whose contact details are provided below.*

Details of contact person(s): -

(1)

Name: R Srijamole

Deptt: MM/BOI

Address: 24 Building, BHEL,  
Trichy

Phone: 0431-2577872

Email: srija@bhel.in

(2)

Name: S Sujit

Deptt: MM/BOI

Address: 24 Building, BHEL,  
Trichy

Phone: 0431-257 5576

Email: ssujit@bhel.in

## **INTEGRITY PACT**

### **Between**

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

### **and**

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

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract(s) for \_\_\_\_\_ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

### **Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the

execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

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

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

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

### **Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Suspension of Business dealings with Suppliers/Contractors", framed by the Principal.

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

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

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

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

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations

between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

8.5 The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.

8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

## **Section 10 - Other Provisions**

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms & conditions of the Contract.

\_\_\_\_\_



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For & On behalf of the Principal  
Bidder/Contractor  
( Office Seal)

For & On behalf of the  
  
( Office Seal)

Place: Trichy

Date:



Witness: \_\_\_\_\_  
( Name & Address) \_\_\_\_\_

Witness: \_\_\_\_\_  
( Name & Address) \_\_\_\_\_

**ANNEXURE 10**

**DECLARATION**

Date: \_\_\_\_\_

To,

Manager/MM/BOI – BHEL TRICHY 620014

Dear Sir/ Madam,

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

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

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

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

Regards,

( \_\_\_\_\_ )

From: M/s \_\_\_\_\_

Supplier Code: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**DECLARATION FOR RELATION IN BHEL**

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

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To,

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

Dear Sir,

**Sub: Declaration for relation in BHEL**

**Ref:** 1) GeM Bid No. GEM/2026/B/7100172 DATED 12.01.2026

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

**Tick ( ✓ ) any one as applicable:**

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

OR

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

i.

ii.

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

Note:

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

**ANNEXURE 12**

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

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

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

Dear Sir,

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

**Ref:** 1) GeM Bid No: GEM/2026/B/7100172 DATED 12.01.2026

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

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

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

...

Thanking you,  
Yours faithfully,

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

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

**Note:**

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

## BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI-620 014.

GENERAL TERMS AND CONDITIONS OF THE ENQUIRY

**Note:** This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical bid.

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

SI No	BHEL Requirements	Supplier Comments
01 (a)	<p><b>Technical</b></p> <p><i>Bidder shall comply with the enquiry specification requirements attached along with the tender</i></p> <p><i>NO DEVIATION FORMAT to be specifically filled in and submitted along with your offer.</i></p> <p><i>Any clarifications/deviations to the specification requirements given in NIT are to be clearly indicated in the NO DEVIATION FORMAT provided along with the enquiry. Even if no deviation is taken, deviation format needs to be submitted with 'NIL' deviation.</i></p> <p><i>Any other deviations indicated elsewhere in the offer will not be considered while evaluating the offer.</i></p> <p><i>If vendor is taking any deviation/s to the specification given in the NIT which is/are not mentioned in the FORMAT, BHEL shall have the right to reject the offer/cancel the PO at any stage and in such case BHEL shall have no liability to compensate the supplier in any manner.</i></p> <p><i>Supply shall be as per Annexure F – Item Details &amp; Delivery location along with specified technical requirements.</i></p> <ul style="list-style-type: none"> <li>• <b>ELECTROFORGED STEP TREAD 63X275X1200mm AS PER DRG.1-36-820-19691/02</b></li> <li>• <b>ELECTRO FORGED STEP TREAD 63X 250X1000mm AS PER DRG.1-36-820-02370/00</b></li> <li>• <b>ELECTROFORGED STEP TREAD 63X250X1200mm AS PER DRG.1-36-820-02543/07</b></li> <li>• <b>QUALITY PLAN SQP:SD:45 DATED 27.03.2025.</b></li> </ul>	
01 (b)	<p><b>Pre-Qualification Criteria:</b></p> <p><b>1.1 Technical</b></p> <p><b>1.2 Financial (Applicable- Audited Balance Sheet and profit &amp; Loss Account for the last three years are to be submitted by the firm)</b></p> <p><b>1.3 Integrity Pact (Applicable)</b></p> <p>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.</p> <p><b>1.5 Customer Approval (Not Applicable)</b></p> <p><b>Explanatory Notes for the PQR:</b></p> <p>i. 'Supplied' in <b>PQR – 1.1</b> means, bidder should have delivered the enquired items. Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) in the respective attachments in their offer in support of PQR. The "Contract" referred in Technical PQR may be Rate Contract/ Framework Agreement/ Purchase Order/ Work Order. (Refer the attached PQR)</p> <p>ii. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover <b>PQR – 1.2</b> above along with all annexures.</p> <p>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.</p>	

	<p>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.</p> <p>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.</p> <p>vi. <b>Price Bids of only those bidders shall be opened who stand qualified after compliance of QR – 1.1 to 1.5</b></p>	
01 (c)	Vendor offers will considered for price bid opening subject to fulfilment of PQR requirement and techno commercial suitability.	
01 (d)	Supplier shall have the capacity to meet tender requirement. Provide the monthly capacity in MT.	
02 (a)	<p><b>Scope of Supply:</b></p> <p>Supply of Electro Forged Step Tread required for BHEL Trichy Stores as per BHEL specification attached in the tender. (Refer Annexure F and Technical requirements)</p> <p>Unloading of materials at Destination shall be in BHEL's Scope. However necessary arrangement of unloading the items at stores shall be provided with additional strap and packing on each layer/bundle to avoid sudden tilting and safety unloading the materials.</p>	
02 (b)	<p><b>Firm Price:</b></p> <p>The quoted / finalized rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
02 (c)	<p><b>TENDER FINALIZATION:</b></p> <p>Tender will be finalized on BHEL TRICHY STORES on Item wise evaluation.</p> <p><b>Reverse Auction will not be applicable for this tender.</b></p>	
02 (d)	<p><b>Quantity Splitting:</b></p> <p><b>Case-I:</b></p> <p>In case L1 is non MSE bidder and if any MSE bidders have quoted within L1+15% band and eligible for counter offer, 25% quantity will be counter offered to eligible MSE bidders in the order of their commercial ranking.</p> <p>a. In case of acceptance of counter offer by any of the eligible MSE bidders 25% quantity will be ordered on them and</p> <p>i. if there is any non MSE vendor whose ranking is in between the L1 bidder and the MSE bidder who has accepted the counter offer, then 15% of quantity will be counter offered to those non MSE bidders in the order of their commercial ranking. On non-acceptance of 15% counter offer by those non MSE bidders, 75% quantity will be ordered on L1 bidder or 60% otherwise.</p> <p>ii. In case if there is no non MSE vendor whose ranking is in between the L1 bidder and the MSE bidder who has accepted the counter offer, 75% quantity will be ordered on L1 bidder.</p> <p>b. In case of non-acceptance of counter offer by any of the eligible MSE bidders, 75% quantity will be ordered on L1 bidder and 25% quantity will then be counter offered to other bidders in the order of their commercial ranking. On non-acceptance of counter offer by any bidders, the entire quantity will be ordered on L1 bidder.</p> <p><b>Case-II:</b></p> <p>In case L1 is MSE bidder or L1 is non MSE bidder and none of the MSE bidders have quoted within L1+15% band, 75% will be ordered on L1 bidder and 25% quantity will be counter offered to other bidders in the order of their commercial ranking. On non-acceptance of counter offer by any bidders, the entire quantity will be ordered on L1 bidder.</p> <p>Refer the Splitting Illustration attached</p>	

	If the counter offering is not accepted any of the eligible bidders for any entire quantity will be ordered on L1 bidder provided the bidder furnish confirmation to the delivery period as per clause no. 7(b).	
03	<p><b>PRICE BASIS:</b></p> <p>Price in INR should be quoted for <b>FOR/ BHEL Trichy Stores</b> inclusive of Packing &amp; forwarding, Freight charges and applicable GST in GEM PORTAL.</p> <p><b>Please indicate the applicable GST %, P &amp; F and freight cost in %, which is included in your quoted rate in GeM portal</b></p> <p>Transit Insurance is under BHEL scope.</p> <p>Note: Delivery Address mentioned in the GeM Bid document shall be ignored and the delivery location shall be as per Annexure F.</p> <p><b>GSTIN of Site: As per Dispatch Instruction during dispatch clearance by BHEL. ( Same will provide later)</b></p>	
04	<p><b>TAXES &amp; DUTIES:</b></p> <p><b>4.1</b> The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods &amp; services consumed and output goods &amp; services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead).</p> <p>However, provisions regarding <b>GST</b> on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p><b>4.2 GST (Goods and Services Tax)</b></p> <p><b>4.2.1</b> GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be <b>exclusive</b> of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p> <p><b>4.2.2</b> The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL &amp; its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL &amp; its Supplier/Vendor.</p> <p><b>4.2.3</b> Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.</p> <p><b>4.2.4</b> 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.</p> <p><b>4.2.5</b> 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.</p> <p><b>4.2.6</b> 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 &amp; 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.</p>	

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

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

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

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

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

**4.2.11** Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act 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/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.

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

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

**4.2.16 Variation in Taxes & Duties:**

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

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

	<p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p> <p><b>4.3 Income Tax:</b></p> <p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p> <p><b>4.4 Supplier HSN Code &amp; Applicable GST % (To be filled by Supplier)</b>  <b>HSN</b></p>	
05	<p><b>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC):</b></p> <p>MDCC shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC)/MAIL Clearance issued by BHEL Site. 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.</p>	
06	<p><b>INSPECTION / INSPECTION &amp; TESTING AT SUPPLIERS WORKS:</b></p> <p>Inspection and testing requirements are to be carried out as per BHEL Drawing and all test certificates are to be submitted in complete set.</p> <p>BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the Supplier/Vendor.</p> <p>BHEL will reserve the right to inspect/test/weight checking in line with the tender drawing the material during/after manufacturing at supplier's works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.</p> <p><b>Inspection notice period:</b> For TPI inspector visit to vendor works, a minimum of 3 working days' notice period.</p>	
07	<p><b>DELIVERY:</b></p> <p>Delivery Period shall be in a staggered manner as below (Indicated delivery period covers Manufacturing, Inspection, Packing, Forwarding and delivery at BHEL TRICHY stores):</p> <p>1500 Nos within 60 Days from the date of PO, subsequent dispatches of 1500 Nos shall be every 30 days.</p> <p>Material shall be dispatched after obtaining dispatch clearance from BHEL.</p> <p>Note: Delivery period mentioned anywhere else in the bid document is for indicative purpose. Delivery schedule shall be as per this clause.</p> <p><b>Note: Delivery period mentioned elsewhere in the GeM Bid document shall be ignored and the delivery period shall be as per this clause.</b></p> <p>Material shall be dispatched only after obtaining dispatch clearance from BHEL</p> <p>Vendors shall strictly adhere to the following.</p> <p>a. After material readiness and inspection completion (by TPI/ BHEL/ End Customer), vendor shall seek dispatch clearance from BHEL.</p> <p>b. After obtaining dispatch clearance from BHEL, vendor shall proceed to generate dispatch documents. After generating dispatch documents (Invoice, LR, E-waybill etc.) vendor shall immediately share these documents to BHEL (scan copy over email) for accounting the materials and securing insurance coverage.</p> <p>c. After accounting, BHEL would be issuing movement clearance to vendor immediately. Only after movement clearance is received from BHEL, actual/physical movement of goods out of vendor's premises shall commence.</p>	

	<p>d. Non-adherence to the above may lead to GST authorities seizing the vehicle &amp; goods and imposing penalty &amp; interest. Any such implication would be to vendors account only.</p> <p>e. Provision of GST Act highlighted below in connection to this - Pursuant to Sec 31 of CGST Act 2017, a tax invoice has to be raised by the registered person supplying taxable goods before or at the time of removal of goods for supply to the recipient, where the supply involves movement of goods. Where a taxable person supplies any goods without issue of any invoice, the tax authorities has powers to detain the consignment and impose penalties equivalent to 200% of the tax payable as per Section 129 of CGST Act 2017."</p> <p><b>NOTE:</b></p> <p>a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.</p> <p>b) In case BHEL increase the quantity during currency of the contract in line with quantity variation clause, delivery extension shall be given for supply of these additional quantity.</p>	
07 (b)	<p>If the counter offering is not accepted any of the eligible bidders the 100% quantity will be ordered on the L1 bidder provided the bidder furnish confirmation to the delivery period as below: 2000 Nos within 60 Days from the date of PO, subsequent dispatches of 2000 Nos shall be every 30 days.</p>	
08	<p><b>TRANSIT INSURANCE:</b></p> <p><b>Transit Insurance of material is in BHEL scope.</b></p>	
09	<p><b>PAYMENT TERMS"</b></p> <p>1.For Non MSME suppliers, Payment term is 100% direct EFT payment after 90 days from the date of Material Acceptance (Against submission of GST invoice, Packing List, GeM invoice, E way bill, copy of LR).</p> <p>2.For MSE suppliers, Payment term is 100% direct EFT payment on 45th day from the date of Vehicle Entry Date (Against submission of GST invoice, Packing List, GeM invoice, E way bill, copy of LR).</p> <p>3.For Medium Suppliers, Payment term is 100% direct EFT payment after 60 days from the date of Material Acceptance (Against submission of GST invoice, Packing List, GeM invoice, E way bill, copy of LR).</p> <p>However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes &amp; Duties) above.</p> <p>Any deviation to the above payment term may lead to rejection of offer.</p> <p>Note: Payment term mentioned in the GeM Bid document shall be ignored and the Payment term shall be as per this clause.</p> <p><b>NO INTEREST PAYABLE TO CONTRACTOR</b></p> <p>No Interest shall be payable on the security deposit or any other money due to the contractor.</p>	
10	<p><b>DOCUMENTS REQUIRED FOR BILL PROCESSING:</b></p> <p>The following documents are to uploaded in the Suvidha Portal. (<a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>)</p> <ol style="list-style-type: none"> <li>1 Original Tax Invoice (As per Cl. No. 4 above) - DSC</li> <li>2 Copy of LR.</li> <li>3 Warranty Certificate. (any other documents)</li> <li>4 Packing List</li> <li>5 Duplicate for Transporter Copy of the Invoice for BHEL Trichy Stores Consignment.</li> </ol>	

	<p><del>6</del> Original Consignee Copy of the LR <del>— (Shall be couriered to BHEL Trichy — Address: R Srijja Mole/ Manager- BOI, BHEL, 4 th Floor, 24 Building, Kailasapuram, Trichy — 620014)</del></p> <p><del>7</del> Site Acknowledged Copy of the LR</p> <p>8 E Way Bill (Part A and B)</p> <p><del>9</del> Bank Guarantee (if applicable)</p> <p>10 GEM Invoice</p>	
11	<p><b>BANK DETAILS FOR EMD &amp; PERFORMANCE SECURITY SUBMISSION:</b> For Electronic Fund Transfer the details are as below:</p> <p>a) Name of the Beneficiary: Bharat Heavy Electricals Limited</p> <p>b) Bank Particulars:</p> <p>Name of the Company: BHARAT HEAVY ELECTRICALS LTD Address of the company : TRICHY</p> <p>Name of the bank: STATE BANK OF INDIA/KAILASAPURAM</p> <p>City _____ : TRICHY</p> <p>Branch code _____ : 01363</p> <p>Account Number _____ : 10891588977</p> <p>Account type _____ : CC</p> <p>IFSC code _____ : SBIN0001363</p> <p>MICR code _____ : 620002004</p>	Not applicable
12	<p><b>EARNEST MONEY DEPOSIT:</b> Applicable / Not Applicable.</p> <p><del>12.1</del> Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.</p> <p>i <del>— EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.</del></p> <p>ii <del>— The EMD up to an amount of Rs. .... is to be paid only in the following forms:</del></p> <p>a) <del>Electronic Fund Transfer credited in BHEL account (before tender opening).</del></p> <p>b) <del>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).</del></p> <p>c) <del>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.</del></p> <p>d) <del>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.</del></p> <p>e) <b>Insurance Surety Bonds.</b> 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.</p> <p>iii <del>— No other form of EMD remittance shall be acceptable to BHEL.</del></p> <p><b>12.2</b> EMD by the Bidder will be forfeited as per NIT conditions, if:</p> <p>i. <del>— The bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</del></p> <p>ii. <del>— EMD by the Bidder shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and shall be forfeited in case of suspension</del></p> <p><b>12.3</b> <del>Subject to Clause 12.2 above, EMD of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award</del></p>	Not applicable

	<p>of the contract. However, in case of two packet or two stage bidding, EMD of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p><del>12.4 EMD of successful Bidder shall be refunded on conclusion of the order/ receipt of a performance security as mentioned in NIT.</del></p> <p><del>12.5 EMD shall not carry any interest.</del></p> <p><del>12.6 MSE / KVIC / ACASH / WDO / Colr Board / TRIFED / Kendriya Bhandar / Turnover above 500 Cr / BIS License holders / Central PSU / State PSU / Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be exempted from payment of EMD.</del></p>	
13	<p><b>PERFORMANCE SECURITY:</b> Applicable / Not Applicable.</p> <p><del>13.1 Successful bidder awarded the contract should deposit 5 % of the contract value as performance security towards fulfilment of all contractual obligations, including warranty obligations.</del></p> <p><del>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.</del></p> <p><b>13.3 Modes of deposit:</b></p> <p>e) Performance security may be furnished in the following forms:</p> <ol style="list-style-type: none"> <li>i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ</li> <li>ii. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BHEL.</li> <li>iii. Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</li> <li>iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</li> <li>v. Insurance Surety Bond.</li> </ol> <p>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.</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities.</p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>13.6 The Performance Security shall not carry any interest.</del></p> <p><del>13.7 There is no exemption of Performance security deposit submission for MSE Vendors.</del></p>	Not applicable
14	<p><b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b></p> <p><b>14.1</b> The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> <li>I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</li> <li>II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify</li> </ol>	

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

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

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

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

- i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notices to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
  - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
  - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract

	<p>with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>vi. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vii. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>viii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p><b>Note:</b></p> <p>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:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p> <p><b>LD against delay in executed supply in case of Termination of Contract:</b></p> <p>LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.</p> <p>i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii. <b>Let the value of executed supply till the time of termination of contract= X</b></p> <p>iii. Let the Total Executable Value of supply for which inputs/fronTS were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</p> <p>iv. Delay in executed supply attributable to Supplier/Vendor i.e. <math>T2 = [1 - (X/Y)] \times T1</math></p> <p>v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.</p>	
15	<p><b><u>BILL TO/ SHIP TO ADDRESS:</u></b></p> <p><b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>HIGH PRESSURE BOILER PLANT, TIRUCHIRAPALLI - 620 014</b>  <b>TAMIL NADU - INDIA.</b>  <b>GST: 33AAACB4146P2ZL</b>  <b><u>SHIP TO ADDRESS:</u></b></p> <p><b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>HIGH PRESSURE BOILER PLANT, TIRUCHIRAPALLI - 620 014</b>  <b>TAMIL NADU - INDIA.</b>  <b>GST: 33AAACB4146P2ZL</b></p>	
16 (a)	<p><b><u>GUARANTEE/WARRANTY:</u></b></p> <p>Guarantee period for supply of materials covered in the enquiry shall be for a period of <b>18</b> months from the date of supply (calendar months from the date of last dispatch) or <b>12</b> months from the date of commissioning, whichever is earlier.</p> <p>No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.</p>	

16 (b)	<p><b>Repair &amp; replacements:</b> Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.</p>																
17	<p><b>MICRO AND SMALL ENTERPRISES (MSE):</b> Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1" data-bbox="148 432 1281 584"> <thead> <tr> <th>Type under MSE</th> <th>UDYAM No</th> <th>SC/ST Owned</th> <th>Women Owned</th> <th>Others (Excluding SC/ST/Women)</th> </tr> </thead> <tbody> <tr> <td>Micro</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Small</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21 (8)/2011-MA dtd. 09/11/2016 office of AS &amp; DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p> <p>b) b) Material entry date (Gate Entry date) will be considered for payment due date calculation (when no objections are raised by BHEL). If such objection(s) is raised within 15 days of zero date /last closure of objection and payment due date will be accordingly revised considering date on which vendor has successfully replied against objection as zero date.</p> <p>c) c) As per the public procurement policy notified by the central government, micro and small enterprises quoting within the price band of L1 +15% shall be allowed to supply a portion of the requirement up to 25% of the tender value subject to condition that such enterprises bring down their price to L1 price where L1 price is from other than a micro and small enterprise. If L1 offer is from a micro / small enterprise, this provision will not be applicable.</p>	Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)	Micro					Small					
Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)													
Micro																	
Small																	
18	<p><b>LIQUIDATED DAMAGE:</b></p> <p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, <b>@ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the total contract value without any controversy/dispute of any sort whatsoever.</b></p> <p><b><u>NIT Term for LD Calculation</u></b></p> <p><b>Date of reckoning LD shall be as below:</b></p> <ul style="list-style-type: none"> <li>• For BHEL Trichy stores Despatch: - Vehicle/Gate Entry date.</li> </ul> <p><b><u>ADDITIONAL CONDITIONS FOR BHEL TRICHY</u></b></p> <p><b>Document Submission after PO –</b> All the documents (As per Technical Specification) for approval (if required) shall be submitted within 15 days from the date of PO &amp; reply for any further clarification has to be within 4 days. Any delay beyond the above specified period will be considered during LD calculation.</p>																

	<p>Any delay from vendor side beyond defined time period will be considered as vendor delay only and the delay period will be deducted from calculated delivery date while receiving delivery date extension request by the firm after completion of PO supply.</p>													
19	<p><b>INTEGRITY PACT (IP):</b> Applicable / Not Applicable</p> <p><b>a)</b> IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" data-bbox="148 719 1358 857"> <thead> <tr> <th>SL</th> <th>IEM</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Dr. Sarat Kumar Acharya, Ex-CMD, NLC</td> <td>iem1@bhel.in</td> </tr> <tr> <td>2.</td> <td>Shri R. Mukundan, IRPS (Retd.)</td> <td>iem2@bhel.in</td> </tr> <tr> <td>3.</td> <td>Shri Madan Lal Meena, IAS (Retd.)</td> <td>iem3@bhel.in</td> </tr> </tbody> </table> <p><b>b)</b> The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p><b>c)</b> Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p><b>Note:</b> No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 21 below.</p>	SL	IEM	Email	1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in	2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in	3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in	
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20	<p><b>PREFERENCE TO MAKE IN INDIA:</b></p> <p>For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the GeM Bid, the same shall be applicable even if issued after issue of this GeM Bid, but before opening of Part-II bids against this GeM Bid.</p> <p><b>23.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</b></p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p>													

	<p>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -</p> <ol style="list-style-type: none"> <li>a. An entity incorporated established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian (or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ol> <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <ol style="list-style-type: none"> <li>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</li> </ol> <p>Explanation</p> <ol style="list-style-type: none"> <li>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</li> <li>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.</li> </ol> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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;</li> <li>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.             <ol style="list-style-type: none"> <li>(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.</li> <li>(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids</li> </ol> </li> </ol>	
<p><b>21</b></p>	<p><b>Settlement of Dispute:</b></p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1</p> <p><b>21.1 Conciliation:</b></p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in</p>	

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 14.1 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 **Madras High Court, Arbitration Centre (MHCAC)** 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 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 Institution- **Madras High Court, Arbitration Centre (MHCAC)**- 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 **Madras High Court, Arbitration Centre (MHCAC)**- 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 of Arbitration shall be **Trichy**.

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 **Trichy**.

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 Crores.

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

	<p>any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>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 14.2.9. 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.</p> <p><b>21.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution)</p>	
22	<p><b>JURISDICTION</b></p> <p>Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Tiruchirappalli, Tamil Nadu shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p><b>GOVERNING LAWS</b></p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>	
23	<p><b>FORCE MAJEURE</b></p> <p>23.1 "Force Majeure" shall mean circumstance which is:</p> <ol style="list-style-type: none"> <li>a) beyond control of either of the parties to contract,</li> <li>b) either of the parties could not reasonably have provided against the event before entering into the contract,</li> <li>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</li> <li>d) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to: <ol style="list-style-type: none"> <li>i. War, hostilities, invasion, act of foreign enemies.</li> <li>ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</li> <li>iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</li> <li>vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</li> <li>vii. Epidemic, pandemic etc.</li> </ol> </li> </ol> <p>23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>23.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>23.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p>	

	<p>i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>23.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>	
<b>24</b>	<p><b>Non-Disclosure Agreement:</b></p> <p>The bidders shall enter into the Non-disclosure agreement separately. (Annexure 7 attached).</p>	
<b>25</b>	<p><b>Cartel Formation</b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	
<b>26</b>	<p><b>Fraud Prevention Policy</b></p> <p>Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>	
<b>27</b>	<p><b>SET OFF CLAUSE</b></p> <p>“BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.</p>	
<b>28</b>	<p><b>Validity:</b></p> <p>120 days minimum from GeM tender opening date (Part-I). Bidder shall accept any validity extension requests up to this period through GeM portal if requested by BHEL.</p>	
<b>29</b>	<p><b>Conflict of interest</b></p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; · or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, · or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:</p>	

	<p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal, or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies</p> <p>Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business</p>					
<b>30</b>	<p><b>Suspension of Business Dealings with Suppliers / Contractors:</b></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award /execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other 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:</p> <p><a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>					
<b>31</b>	<p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</p> <table border="1" data-bbox="146 1352 1321 1447"> <tr> <td><b>Official 1: R Srijamole</b> <b>Manager/MM/BOI</b></td> <td><b>Official 2: S Sujit</b> <b>Sr.Manager/MM/BOI</b></td> </tr> <tr> <td><b>Contact Details: 0431-2577872</b></td> <td><b>Contact Details: 0431-2575576</b></td> </tr> </table>	<b>Official 1: R Srijamole</b> <b>Manager/MM/BOI</b>	<b>Official 2: S Sujit</b> <b>Sr.Manager/MM/BOI</b>	<b>Contact Details: 0431-2577872</b>	<b>Contact Details: 0431-2575576</b>	
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<b>Contact Details: 0431-2577872</b>	<b>Contact Details: 0431-2575576</b>					
<b>32</b>	<p><b>Order of Precedence:</b></p> <p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <p>a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</p> <p>b. Buyer Added Bid Specific ATC</p> <p>c. GeM Bid Technical Conditions of Contract (TCC)</p> <p>d. GeM GTC</p>					
<b>33</b>	<p><b>Special Condition:</b></p>					
	33.1. 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					
	33.2 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.					
	33.3. Any deviation from the conditions specified in GENERAL TERMS AND CONDITIONS, will lead to rejection of offer.					

	33.4. 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.	
	33.5. 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.	
	33.6. 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.	
	33.7. 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.	
	33.8. Any PO Amendment for delivery extension shall be done only after successful completion of the entire PO.	
	33.9. Due to un avoidable circumstances for any delay in unloading at site. No detention charges shall be payable.	
	33.10. Any other Techno – Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per GENERAL TERMS AND CONDITIONS and GEM conditions only.	
34	<b>Enclosure:</b> <b>Annexure-1: Check List.</b> <del>Annexure-2: Offer forwarding letter / tender submission letter Not applicable</del> <b>Annexure-3: No Deviation Certificate</b> <b>Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings</b> <del>Annexure-5: Declaration by Authorized Signatory Not applicable</del> <b>Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents</b> <b>Annexure-7: Non-Disclosure Certificate</b> <b>Annexure-8: Integrity Pact</b> <del>Annexure-9: Declaration confirming knowledge about Site Conditions Not applicable</del> <b>Annexure-10: Declaration reg. Related Firms &amp; their areas of Activities</b> <b>Annexure-11: Declaration for relation in BHEL</b> <b>Annexure- 12: Declaration reg. minimum local content in line with revised public procurement</b> <del>Annexure-13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 Not applicable</del> <del>Annexure-14: Bank Account Details for E-Payment Not applicable</del> <del>Annexure-15: Power of Attorney for submission of tender.</del> <del>Annexure-16: Proforma of Bank Guarantee for Earnest Money. Not applicable</del> <del>Annexure-17: Proforma of Bank Guarantee for Performance Security. Applicable.</del> <del>Annexure-18: List of Consortium Bank. Applicable</del>	
Signature and seal		

**SPLITTING ILLUSTRATION****75:25 - Quantity split where pre-specified in the Enquiry - Operation of MSE preference as per Gol norms**

Case	Rank			% of the Enquiry Quantity subject to the acceptance of the counter offer matching L1' price
	L1	L2	L3 to Ln	
I	non-MSE	non-MSE	non-MSE	L1 gets 75% and L2 or L3 or ... or L(n-1) gets 25%, in the same order. In case of non-acceptance by L2 to L(n-1), L1 gets 100%.
II	non-MSE	non-MSE	MSE (L1+15%)	L1 gets 60% and L2 15%. L3 or L4 or ... or Ln gets 25%, in the same order. In case of nonacceptance by L2, L1 gets 75% and if L3 to Ln does not accept the counter offer, L1 gets 100%.
III	non-MSE	MSE (L1+15%)	non-MSE	L1 gets 75% and L2 25%. In case of non-acceptance by L2, L3 or L4 or ... or L(n-1) gets 25%, in the same order. If L2 to L(n-1) does not accept the counter offer, L1 gets 100%.
IV	non-MSE	MSE (L1+15%)	MSE (L1+15%)	L1 gets 75% and L2 or L3 or ... or Ln gets 25%, in the same order. In case of non-acceptance by L2 to Ln, L1 gets 100%.
V	MSE	non-MSE	non-MSE	L1 gets 75% and L2 or L3 or ... or L(n-1) gets 25%, in the same order. In case of non-acceptance by L2 to L(n-1), L1 gets 100%.
VI	MSE	non-MSE	MSE	L1 gets 75% and L2 or L3 or ... or L(n-1) gets 25%, in the same order. In case of non-acceptance by L2 to L(n-1), L1 gets 100%.
VII	MSE	MSE	non-MSE	L1 gets 75% and L2 or L3 or ... or L(n-1) gets 25%, in the same order. In case of non-acceptance by L2 to L(n-1), L1 gets 100%.
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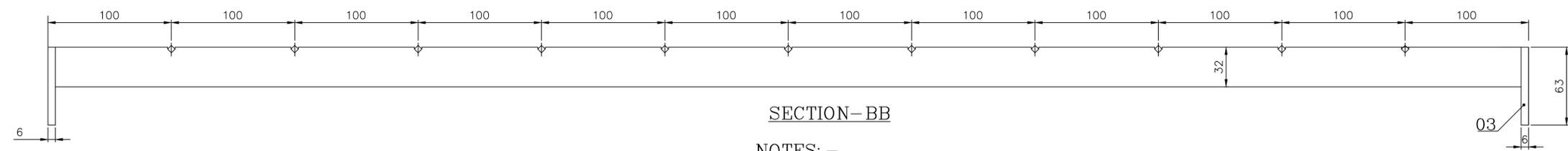
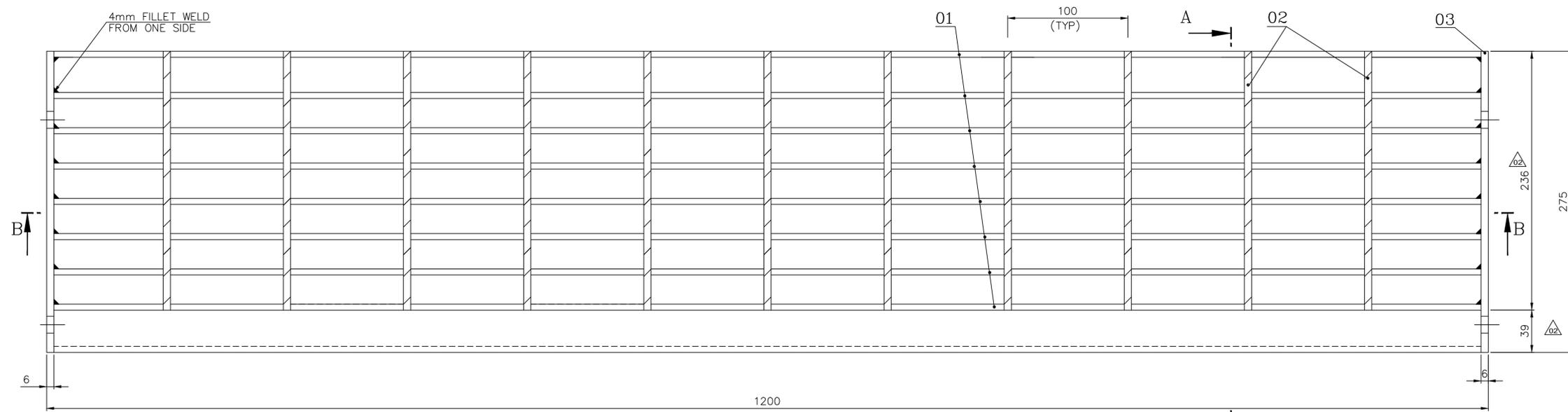
***MII preference will also be given as per extant Gol notifications in line with the above Matrix. The actual split proportion will be decided by BHEL after tender opening.***

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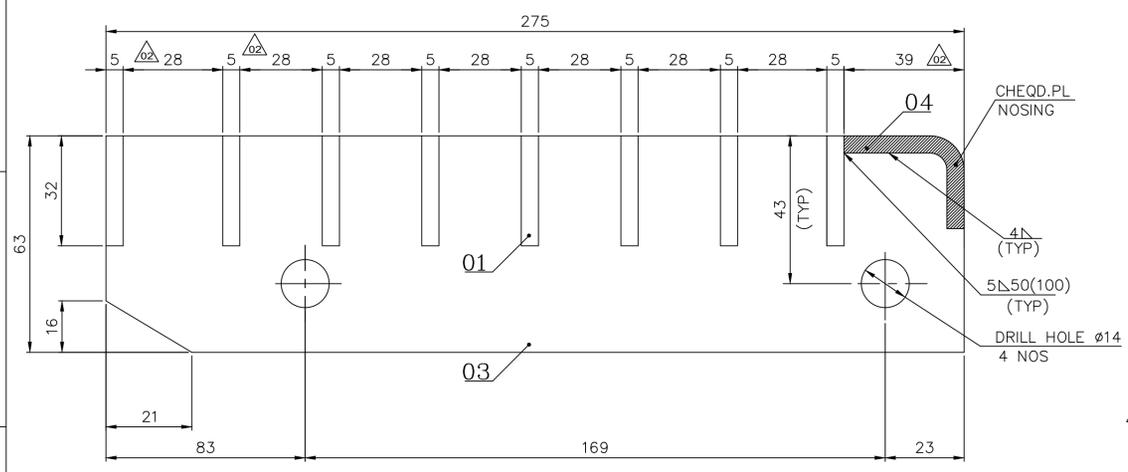
TYPE & SIZE OF WELD	TYPE OF ELECTRODE	LENGTH OF WELD IN 'M'
5 ∇	E7018 (SMAW/GMAW)	30.0
4 ∇	E7018 (SMAW/GMAW)	30.0



**SECTION-BB**

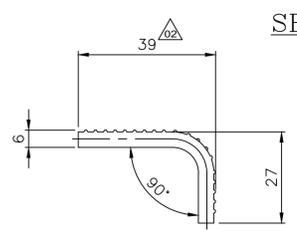
**NOTES: -**

- STEP TREADS (ITEM NOS 01 TO 04) ARE TO BE GALVANISED BY HOT DIP PROCESS AFTER CLEANING BY PICKLING PROCESS, MINIMUM WEIGHT OF ZINC COATING SHALL BE 610 GRAM/SQ.M
- M.S MATERIALS CONFORMING TO SPECIFICATION IS:2062 E250A AND CHEQUERED PLATE CONFORMING TO I.S 3502 ARE TO BE USED.
- GALVANISING TO BE DONE AFTER ALL WORKS ARE COMPLETED.
- ITEM NOS 1 & 2 ARE TO BE ELECTRO FORGED WELDED.
- ITEM NOS 03 TO 04 ARE TO BE WELDED AS PER DETAILS SHOWN.
- ALL STEP TREADS ARE DESIGNED FOR A LIVE LOAD OF 1000 KG/SQ.M
- DEFLECTION SHALL BE LIMITED TO L/250 OR 6 mm WHICHEVER IS MINIMUM.
- ALL DIMENSIONS ARE IN MM.
- TOLERANCE FOR LENGTH AND WIDTH OF STEP TREADS SHALL BE +0 & -5.00MM
- STEP TREADS ARE FOR OUT DOOR APPLICATION.
- TOLERANCE FOR WEIGHT OF STEPTREAD BEFORE GALVANIZING SHALL BE +5%/-3%, THIS TOLERANCE ARRIVED FROM RAW MATERIAL TOLERANCE INDICATED IN CLAUSE 6.4 OF IS1852:1985
- WEIGHT OF STEPTREAD BEFORE GALVANIZING SHALL BE 18.081Kg&AFTER GALVANIZING SHALL BE 18.670Kg.
- NET GALVANIZING AREA: 0.965 Sq.m

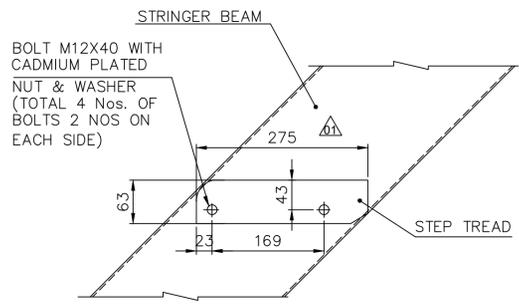


**SECTION-AA**

VARIANT NUMBER	ITEM NUMBER	DESCRIPTION	STD	DRAWING NUMBER	ITEM NO	MATERIAL CODE	UNIT	UNIT WEIGHT	QTY	ZONE
	04	CHEQD.PLATE 1188X 66 X 6				IS3502		4.150	1	
	03	FLAT 275 X 63 X 6				IS2062 E250A		0.816	2	
	02	SQ.TWISTED BAR 6mm Diagonal X 235				IS1786 Fe500		0.033	11	
	01	FLAT 1188 X 32 X 5				IS2062 E250A		1.492	8	



**DETAIL OF CHEQD. PLATE NOSING**



**FIXING ARRANGEMENT OF STEP TREAD WITH STRINGER BEAM**

REV	DATE	ALTERED :	ZONE	REV	DATE	ALTERED :	ZONE
02	24.02.2025	S.SETHUPATHI		01	06-07-2017	K.S.PANDIAN	
03	22-01-2026	K.S.PANDIAN		02	24.02.2025	S.SETHUPATHI	
		CHD & APPD : K. RAJIV GANDHI				CHD & APPD :SATHIYA / NVSR	

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TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT

**Bharat Heavy Electricals Ltd**  
UNIT: HIGH PRESSURE BOILER PLANT  
TIRUCHIRAPALLI - 620014

DRN	K.KESAVAN	SIGNATURE	DATE
CHD	N.V.V.RAGAVAN		31/05/17
APPD	J.SOMU		31/05/17

355-053

DEPT ST ALL DIMENSIONS ARE IN MM PROJECTION SCALE WEIGHT (Kg) REF TO ASSY / OLD DWG

CODE 122 N.T.S 18.670

TITLE **STEP TREAD 275 X 1200 (WITH CHEQD. PL. NOSING)** DRAWING NO : 1-36-820-19691 REV 03