

Bid Corrigendum

GEM/2025/B/7014847-C7

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
2. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
3. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

5. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding “Preference to Make In India products” stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as “Non Local Supplier”. The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total

work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

6. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
7. Buyer Added text based ATC clauses

Additional Technical Conditions for Purchase orders through GEM

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

1	<u>PRE QUALIFICATION CRITERIA:</u>
1.1	<p><u>TECHNICAL:</u></p> <ol style="list-style-type: none"> 1. Only authorized dealers/distributors of the original equipment manufacturer (OEM) or OEM should quote. Authorized dealers/distributors of OEM must submit a valid authorization letter from their principal for submitting quotations. (Applicable for all Items) 2. One PO copy in the name of the bidder by any customer along with proof of delivery and calibration certificate in last Five years from the latest date of submission of tender to be submitted by the bidder (Applicable for PT, DPT / TC, RTD & Data Loggers). (Not applicable for Power Meter) 3. Bidder shall provide all necessary data such as type, design make, capacity, duty conditions, date of commissioning operation etc. 4. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL. 5. After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender. <p>Bidder must submit the relevant credentials/ PO copies and supporting documents for the completion of supply of Item in support of PQR.</p>
1.2	<u>FINANCIAL:</u> Not Applicable
1.3	Submission of Integrity Pact duly signed (<i>applicable for estimate \geq 2 Cr</i>). - Not Applicable as item wise evaluation & item wise estimate cost is less than 2 Crore.

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 to this effect as per attached format with Bid.
1.5	Customer Approval: Not Applicable
	<u>Explanatory Notes for the PQR:</u>
	<ul style="list-style-type: none"> <li data-bbox="331 555 1457 723">i. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" may be verified (if required) 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. <li data-bbox="331 734 1457 792">ii. Price Bids of only those bidders shall be opened who stand qualified after compliance of QR - 1.1 to 1.5

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SCOPE OF SUPPLY:

Scope of work shall include supply of PT, DPT / RTD & TC / POWER METER/ DATA ACQUISITION SYSTEM and its dispatch to BHEL PSNR Site Office, Khurja, Bulandshahr, UP on F.O.R. Destination Basis.

Item S No.	Item Description	Quantity	UoM
1.	Supply of Pressure Transmitter as per Technical Specification attached below under Download Tab. Along with Calibration Certificate (NABL) of One year Validity	No.	79
2	Supply of Differential Pressure Transmitter as per Technical Specification attached below under Download Tab. Along with Calibration Certificate (NABL) of One year Validity	No.	11
3	Supply of Temperature sensors (RTD) as per Technical Specification attached below under Download Tab. Along with Calibration Certificate (NABL) of One year Validity	No.	108
4	Supply of Temperature sensors(TCs) as per Technical Specification attached below under Download Tab. Along with Calibration Certificate (NABL) of One year Validity	No.	22
5	Supply of Power meter as per Technical Specification attached below under Download Tab. Along with Calibration Certificate (NABL) of One year Validity	No.	01
6	Data logger set with Laptops, Server , Network Cables as per Technical Specification attached below under Download Tab.	SET	01
	K-type TC Box , 40 Channels		
	4-wire PRT-100/RTD Box , 120 Channels		
	mA (pressure transmitter) Box , 100 Channels		
	mA (Power Transducer) Box , 40 Channels		
	CJC FOR K TYPE THERMOCOUPLE , 50 Channels		
	LAPTOP with Software , 2 Nos.		

Note:-

- 1) Evaluation shall be done **Item Wise** i.e determination of L1 will be done separately for each Item.
- 2) Bidder can quote for either one OR all Items.
- 3)) Vendor to quote unit rate/Qty inclusive GST on FOR destination basis to Khurja site, U.P.
- 4) For Detailed Technical specifications seller to click on "**Download**" tab next to Buyer Specification Document in GEM bid.

Unloading of materials at Destination/Site shall be in the BHEL's scope. However, demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on suppliers' accounts only.

3 **PRICE BASIS:** Price in INR should be quoted for F.O.R destination delivery to

CONSTRUCTION MANAGER,
BHEL, Site Office
2 X 660 MW KHURJA STPP,
VILLAGE & POST- DASHERA KHERLI,
TEHSIL- KHURJA, DISTT - BULANDSHAHAHAR
STATE- UTTAR PRADESH- 203131.
GSTIN NO. : 09AAACB4146P2ZC

4 **TAXES & DUTIES:**

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

4.2 GST (Goods and Services Tax)

4.2.1 Supplier/Vendor price/rates shall be **inclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

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

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

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

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

4.2.6 Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in

claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.

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

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/altere/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.

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

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

4.2.16 Variation in Taxes & Duties:

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

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

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

4.3 Income Tax:

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

Note:- BHEL will avail 100% Input Tax Credit (ITC) on GST for this GEM bid.

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5

MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): Pre-dispatch Clearance is required after Inspection from BHEL.

6

INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS:

Inspection will be carried out before dispatch at supplier's works. During this, calibration certificates shall be furnished.

BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.

7	<p>DELIVERY: Total Period for supply at site shall be within 4 Months from the Date of Purchase Order.</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 (sl.no. 20 of Buyer Specific ATC), delivery extension on pro-rata basis shall be given for supply of these additional quantity.</p>
8	<p>TRANSIT INSURANCE:</p> <p>Transit Insurance of material is in Supplier/Vendor's scope. Supplier/Vendor shall insure the material at their cost for transportation.</p>
9	<p>MODE OF DISPATCH & ROAD PERMIT: Supplier's scope. E-way bill/road permit (if applicable) to be arranged by supplier.</p>
10	<p>PAYMENT TERMS:</p> <p>10.1 Payment shall be released within 45 days for MSE, 60 days for Medium and 90 Days for General Category bidders after receipt of materials at BHEL Site upon submission of following documents:</p> <ul style="list-style-type: none"> a) GST Invoice b) Warrantee Certificates c) Calibration certificates of one-year validity d) LR copy /Courier receipt e) Receipt of Delivery Challan/ E-way Bill f) Test Certificate g) Certificate of newness h) O&M instruction <p>Applicable GST shall be released upon compliance of GST Clauses as mentioned above</p> <p>Payment shall be released in following manner: -</p> <ul style="list-style-type: none"> A. The 80% of Supply value excluding GST shall be payable on receipt materials along with Tax Invoice and all Billing Documents as stated above in phased manner. B. Balance 20% of Supply value excluding GST on Verification of all material at site by supplier representative as applicable shall be payable submission of: <ul style="list-style-type: none"> i. Material Verification certificate issued by BHEL ii. Performance Bank Guarantee (PBG) of 5% of total PO value in the prescribed format valid as per tendered PBG clause. The PBG confirmation charges shall be borne by vendor.

Paying Authority shall be TSX Noida and invoices shall be addressed to:

Sr DGM (TSX), BHEL
2 X 660 MW KHURJA STPP,
VILLAGE & POST- DASHERA KHERLI,
TEHSIL- KHURJA, DISTT - BULANDSHAHAR
STATE- UTTAR PRADESH- 203131.
GSTIN NO. : 09AAACB4146P2ZC

*Note:- Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SU VIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) **exceeding Rs five lakhs** uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal.*

10.2 NO INTEREST PAYABLE TO CONTRACTOR

No interest shall be payable on the security deposit or any other money due to the contractor”.

10.3 Retention Amount.

Retention Amount for Respective POs (for respective item)- 5% of PO value shall be withheld from first bill and released after successful completion of guarantee/warranty period and along with performance security amount.

On specific request of Vendor, above 5% amount can be released against submission of Bank Guarantee of 5% of PO value, in acceptable form. Also, upon submission of the aforementioned BG, further deduction of 5% from first Bill shall not be made. BG shall be kept valid for a period of 3-6 months beyond the warranty period. (Retention BG Format to be referred.)

11 **DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL/B**

ILLING DOCUMENTS:

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

- a) GST Invoice
- b) Warrantee Certificates
- c) Calibration certificates of one-year validity
- d) LR copy /Courier receipt
- e) Receipt of Delivery Challan/ E-way Bill
- f) Test Certificate
- g) Certificate of newness
- h) O&M instruction

12

BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION:

For Electronic Fund Transfer the details are as below:

a)	Name of the Beneficiary	Bharat Heavy Electricals Limited
b)	Bank Particulars	
i.	Bank Name	STATE BANK OF INDIA
ii.	Bank Telephone No. (with STD code)	011-23475566
iii.	Branch Address	CAG II BRANCH, NEW DELHI, 4 th & 5 th FLOOR, REDFORT CAPITAL, PARASNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
iv.	Bank Fax No. (with STD code)	011-23475566
v.	Branch Code	17313
vi.	9 Digit MICR Code of the Bank Branch	110002562
vii.	Bank Account Number	10813608647
viii.	Bank Account Type	CASH CREDIT
ix.	11 Digit IFSC Code of Beneficiary Branch	SBIN0017313

(Note -: In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.)

13

EMD: Not applicable.

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14

PERFORMANCE SECURITY: Applicable.

14.1 Successful bidder awarded the contract should deposit 5% of the **contract value** as performance security towards fulfilment of all contractual obligations, including warranty obligations.

14.2 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.

14.3 Modes of deposit:

a) Performance security may be furnished in the following forms:

- i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ
- ii. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BHEL.
- iii. Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- iv. Securities available from Indian Post offices such as National Savings Certificates,
- v. Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- vi. Insurance Surety Bond.

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

b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.

14.4 The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO.

14.5 Performance Security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

14.6 The Performance Security shall not carry any interest.

14.7 There is no exemption of Performance security deposit submission for MSE Vendors.

15

BREACH OF CONTRACT, REMEDIES AND TERMINATION:

15.1 The following shall amount to breach of contract:

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.

The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the

delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.

- ~~The~~ Supplier/Vendor delivers equipment/ material not of the contracted quality.
- ~~The~~ Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- ~~Withdrawal~~ from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- ~~Assignment~~, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- ~~Non-compliance~~ to any contractual condition or any other default attributable to Supplier/Vendor.
- ~~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.
- ~~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.

15.2 Remedies in case of Breach of Contract.

- i) Wherein the period as stipulated in the notice issued under clause 15.1 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

e, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.

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

Note:

- 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:
 - a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
 - b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

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

	<p>LD against delay in executed supply shall be calculated in line with LD clause no. 19.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.</p> <ol style="list-style-type: none"> i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 ii. Let the value of executed supply till the time of termination of contract = X iii. Let the Total Executable Value of supply for which inputs/fronTS were made available to Supplier/Vendor and were planned for execution till termination of contract = Y iv. Delay in executed supply attributable to Supplier/Vendor i.e. T2 = $[1-(X/Y)] \times T1$ v. LD shall be calculated in line with LD clause (clause 19.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.
16	<p><u>BILL TO/ SHIP TO ADDRESS:</u> CONSTRUCTION MANAGER, BHEL, Site Office 2 X 660 MW KHURJA STPP, VILLAGE & POST- DASHERA KHERLI, TEHSIL- KHURJA, DISTT - BULANDSHAHR STATE- UTTAR PRADESH- 203131. GSTIN NO. : 09AAACB4146P2ZC</p>
17	<p><u>GUARANTEE/WARRANTY:</u> To be provided by the supplier/OEM for</p> <ol style="list-style-type: none"> a) 12 Months from the date of verification at site or 18 Months from date of receipt at the place of delivery whichever is earlier for PT/DPT/RTD/TC/POWER METER. b) Data Logging system & Laptops supplied with Data logger warranty shall be ONSITE warranty for 3 years from the delivery date. As specified in DAS specification. <p>the supplier shall rectify/repair/replace the instrument and send to BHEL-PSNR without any cost implication (inclusive of freight, material cost, taxes etc.) up to destination within a period of 30 days from the date of intimation by BHEL to Vendor.</p>

18

MICRO AND SMALL ENTERPRISES (MSE):

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

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

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

a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

19

LIQUIDATED DAMAGE:

Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.

Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ **0.5% of the contract value of delayed quantity per week** up to max 10% of total contract value without any controversy/dispute of any sort whatsoever. Invoice/LR/any other despatch document date will be utilised for LD calculation, however inordinate delay in delivering the materials for reasons attributable to supplier will not suffice the case.

LR/ GR/ RR date (treated as the date of dispatch) shall also mean as date of Delivery for levying LD. However, if date of receipt of material at destination is beyond ten (10) days from the date of LR, such excess period shall be considered for LD purpose.

20	<u>QUANTITY VARIATION:</u> Not applicable
21	<u>INTEGRITY PACT (IP):</u> Not Applicable
22	<p><u>PREFERENCE TO MAKE IN INDIA:</u></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><u>22.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</u></p> <ol style="list-style-type: none"> I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:- <ol style="list-style-type: none"> a. An entity incorporated established or registered in such a country; or b. A subsidiary of an entity incorporated established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. IV. The beneficial owner for the purpose of (III) above will be as under: <ol style="list-style-type: none"> 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation</p> <ol style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
- v. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- vi. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Note:
- vii. The bidder shall provide undertaking for their compliance to this Clause, in the prescribed format.
 - 1. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

23

Settlement of Dispute

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 23.1

23.1 Conciliation:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted

d 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.

23.2 ARBITRATION:

23.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

23.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

2 23.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions New Delhi and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

23.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

- 23.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (to be identified by the contract issuing agency) New Delhi
- 23.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 23.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- 23.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- 23.2.9 In case the disputed amount (Claim, Counter claim including interest) is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- 23.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

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

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

24

JURISDICTION

Subject to clause 24 of this contract, the Civil Court having original Civil Jurisdiction Delhi for PSNR, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

GOVERNING LAWS

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

Force Majeure

25.1 "Force Majeure" shall mean circumstance which is:

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

25.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

25.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

25.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

25.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- 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.

25.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

26	<p>Non-Disclosure Agreement:</p> <p>The bidders shall enter into the Non-disclosure agreement separately. (Format attached).</p>
27	<p>Cartel Formation</p> <p>The Bidder declares that they will not enter into any illegal or un disclosed 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>
28	<p>Fraud Prevention Policy</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 http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>
29	<p><u>Suspension of Business Dealings with Suppliers / Contractors:</u></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 web site 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, malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p>

Conflict of Interest among Bidders/ Agents:**Treatment of cases regarding conflict of interest:**

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

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

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31	<p>Evaluation in case of more than one L-1.</p> <p>In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.</p>		
32	<p>Other information: Not Applicable</p>		
33	<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="300 779 1374 1025"> <tr> <td data-bbox="300 779 882 1025"> <p>Sandeep Mehra, Sr. Manager/Purchase Email id-sandeep_mehra@bhel.in Ph. No. - +91-9212687756</p> </td> <td data-bbox="887 779 1374 1025"> <p>Medhavi Mohan Engineer/Purchase Email id- mmohan@bhel.in Ph. No.- +91- 9855602867</p> </td> </tr> </table>	<p>Sandeep Mehra, Sr. Manager/Purchase Email id-sandeep_mehra@bhel.in Ph. No. - +91-9212687756</p>	<p>Medhavi Mohan Engineer/Purchase Email id- mmohan@bhel.in Ph. No.- +91- 9855602867</p>
<p>Sandeep Mehra, Sr. Manager/Purchase Email id-sandeep_mehra@bhel.in Ph. No. - +91-9212687756</p>	<p>Medhavi Mohan Engineer/Purchase Email id- mmohan@bhel.in Ph. No.- +91- 9855602867</p>		
34	<p>Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> a) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b) Buyer Added Bid Specific ATC c) GeM Bid d) GeM GTC 		

35	<p>NOTE:</p> <ol style="list-style-type: none"> 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. 3. Any deviation from the conditions specified in subject Bid, will lead to rejection of offer. 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. 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. 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. 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.
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36	<p><u>Documents to be submitted by the vendor along with GeM Bid:</u></p> <p>–</p> <ol style="list-style-type: none"> a) Signed & Stamped copy of Make in India Declaration (MII) b) Signed & Stamped copy of No Deviation Certificate c) Copy of Udyam Certificate (if Applicable) d) PAN copy e) GST copy f) Cancelled cheque/ NEFT RTGS Mandate duly signed by Banker g) Declaration by authorized signatory of bidder h) Declaration by authorized signatory regarding Authenticity of submitted documents i) Copy of Non-disclosure CERTIFICATE j) DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017 k) Signed & Stamped copy of Prevention of Cartel Formation Declaration l) Signed Copy of GeM Bid
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- m) Signed copy of Technical Specification/TCC
- n) Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- o) Declaration regarding Conflict of interest
- p) Purchase Order copy and proof of supply (Invoice/LR) in support of experience required as per PQR.
- q) Valid authorization letter form OEM in case dealers/distributors.
- r) Contact details (email/phone no.) of authorized person for this bid enquiry.

It is important to note that, without submission of above-mentioned documents as per sl. no. (36), bidder may be rejected w.r.t. techno-commercial evaluation.

Technical Speciation for Data Acquisition System GENERAL INSTRUCTIONS, point no. 2 and 9 of GEM bid is modified as mentioned below in line with Corrigendum dtd. 16.01.2026.

Technical Speciation for Data Acquisition System GENERAL INSTRUCTIONS, point no. 2 and 9 for PROCUREMENT OF ONE SET OF PG TEST INSTRUMENTS FOR 2X660 MW THDC BHEL KHURJA SITE, U.P. is further clarified/ modified as mentioned below:

GeM Bid Technical Specification for Data Acquisition System	Existing clause	Modified clause
Technical Specification for Data Acquisition System - GENERAL INSTRUCTIONS, point no. 2	<p>GENERAL INSTRUCTIONS, point no. 2</p> <p>PROVISION OF MOUNTING OF DATA LOGGER MODULES IN CONTROL ROOM PANELS. Each component (eg. I/O module, processor, 24 V DC supply, CJC, terminal block etc) should be provided for secure mounting in panel having rack-mounted or DIN rail-mounted provisions.</p>	<p>GENERAL INSTRUCTIONS, point no. 2</p> <p>PROVISION OF MOUNTING OF DATA LOGGER MODULES IN CONTROL ROOM PANELS.</p> <p>Bidder to provide panel suit along with all associated I/O units/ components as per Data Logger Panel Specification (Annexure-01) as below.</p> <p>Each component (eg. I/O module, processor, 24 V DC supply, CJC, terminal block etc) should be securely mounted in panel with rack-mounted or DIN rail-mounted provisions.</p>

<p>Technical Specification for Data Acquisition System - GENERAL INSTRUCTIONS, point no. 9</p>	<p>GENERAL INSTRUCTIONS, point no. 9 CALIBRATION: The equipment shall be supplied with calibration certificate for each channel from an accredited laboratory i.e. National Bureau of Standards, USA/NIST/NABL/NPL. All certificate required to establish unbroken traceability to National/International chain also to be supplied. Calibration charges will be included in the offer. Calibration validity of at least 5 years for all Input modules including CJC module.</p>	<p>GENERAL INSTRUCTIONS, point no. 9 CALIBRATION: The equipment shall be supplied with calibration certificate for each channel from an accredited laboratory i.e. National Bureau of Standards, USA/NIST/NABL/NPL. All certification required to establish unbroken traceability to National/International chain also to be supplied. Calibration charges will be included in the offer. Calibration validity of at least 3 years for all Input modules including CJC module.</p>
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Annexure-01 DATA LOGGER PANEL SPECIFICATIONS FOR KHURJA, 660 MW

- Panel shall be suitable for indoor & floor mounting and of free-standing type.
- Cubicle protection class is IP-32
- Front and back door shall be designed for minimum 120 degree opening
- Panel should be a suit of minimum two (2) cabinets/cubicles including one(1) marshalling cabinet.
- Cabinet size shall be 800mm(W)x 800mm(D) x2065 mm (H) with panel height (height is already defined as 2065 mm) 2000mm+50 mm base frame +15 mm anti vibration pad of hard rubber
- Ambient conditions:
 - o Room temperature operation: 0-50 degree C
 - o Storage: -25 degree C to 80 degree C
 - o Relative humidity: Average: 65%
- Paint (epoxy-based powder coated) minimum 50-micron thickness
 - o Interior and exterior paint: Grey white RAL 9002 (semi glossy)
- Self-adhesive poly carbonate nomenclature labels are provided on both front and rear of the panels
- Louvers and mesh are provided at the top and bottom of doors for ventilation
- Panel shall be provided with 3 removable Gland plates -3mm thick CRCA sheet along with single compression cable glands
- Cubicle is made up of at least 2mm CRCA steel sheet
- Suitable number of lifting eye bolts with nuts, lock nuts and washers shall be provided.
- The panel shall be completely wired and assembled along with mounting of all items a

s per BOM.

Panel shall be provided with 4 -point locking arrangement and keys, document pocket on rear side door, power socket and switch, cooling fans, copper flat 25mm x 3mm at the bottom for panel earthing.

Panel should have mount brackets of smoke detectors.

8. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

