

BHEL PEM GEM ATC

**Project: - 2X660 MW ENNORE SEZ STPP &
2 X 660 MW UDANGUDI SUPERCRITICAL STPP**
Package: - WORKSHOP EQUIPMENTS
GEM Bid No. GEM/2025/B/6844466, Dated 31.10.2025

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INTRODUCTION

1. This is a Buyer specific document named Additional Terms & Conditions (ATC). This document is applicable for the enquiry issued on Government e-Marketplace (GeM) portal. These terms and conditions must be read in conjunction with GeM-General Terms & Conditions (GTC).
2. In case of any conflict, terms and conditions stipulated in ATC shall supersede those in GTC on GeM.

INSTRUCTIONS TO THE SUPPLIERS

Suppliers are advised to note the following instructions regarding Bid/Offer submission: -

1. To regularly visit GeM portal to access the tender documents and latest updates about the tender.
2. To study all the tender documents carefully. Any submission of tender by the Supplier shall be deemed to have been done after careful study & examination of the tender documents and with full understanding of the implications thereof. Non-compliance with any of the requirements and instructions in the Tender Enquiry shall be treated as an Incomplete Bid/Offer. Suppliers would be liable for actions as per extant policies/guidelines, if they fail to abide by any of the Policies including the terms and conditions stipulated in this document.
3. Ensure submission of their Bid/Offer on or before the latest due date and time indicated in the tender after taking cognizance of all the tender documents including corrigenda (if any) published against this tender.
4. To submit their Bids/Offer on GeM portal only.
5. Not to send copy of Bid/Offer through any other mode i.e. hard copy and or through email etc. In case Bids/Offer are received through any other mode other than GeM portal from any of the Suppliers against this tender, the same shall be ignored.
6. Incomplete Bid/Offer shall be rejected by giving a suitable cut-off date.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

- i. Amendments to Order/ Contract Purchase Order
- ii. Order/ Contract Purchase Order
- iii. Letter of Intent (LOI)/ Letter of Award (LOA)
- iv. Clarifications agreed between Buyer and Supplier in regards to the tender or the bidding conditions
- v. Corrigenda to NIT, with those of later date having precedence over those of earlier date
- vi. Enquiry letter and annexures except documents listed in point no (vii) to (x) below.
- vii. Technical Specifications
- viii. Additional Terms & Conditions (ATC)
- ix. Special Conditions of Contract (SCC)
- x. GeM General Terms & Conditions (GTC)

DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise: -

1 **Owner** shall mean the **Customer** or **Client** for whose project the enquiry is issued by Buyer and shall include its successors and assignees as well as authorized officer(s)/ representative(s).

2 **Sub-Supplier** shall mean the person/ firm/ company/ organization to whom any part of the work has been sub-contracted by Seller/Supplier, with the written consent of Buyer, and shall include sub-Contractor's heirs, executors, administrators, representatives and assignees as agreed between Seller/Supplier and Buyer (BHEL).

Note - The Term Supplier is used for Seller/ Bidder/ Vendor/Manufacturer in this document. The term Sub-Supplier is used for Sub-Contractor/ Sub-Vendor in this document.

3 **Site** shall mean and include the land and place on which the project station related facilities are to be constructed and any adjacent land which may be allocated or used by *Owner, Buyer or Supplier* in performance of the Order/ Contract.

4 **Erection** shall mean include all work required for complete installation, from receiving, unloading, storage, preservation, to fixing & securing the equipment in its space.

5 **Commissioning** shall mean successful/ satisfactory completion of Trial Operation and readiness of the contracted/ ordered package / plant and materials unit wise/ set wise/ individual sub-system etc. including associated stand by for commercial use. This will include all consumables and inputs required for pre-commissioning.

6 **Inspection Agency (IA)** shall mean person(s) authorized by Buyer / Owner to inspect the stores as per Order/ Contract at Supplier's / Sub-Supplier's works. Suppliers to raise inspection call on BHEL - Quality Surveillance System (<https://cqir.bhel.in>).

7 **Month** shall mean calendar month and **Week** shall mean 7 days.

8 **Services** shall include Engineering, Study, Calibration, Type Test, Supervision of Erection and/or Commissioning, Installation Check, PG Test, Demonstration, Operation & Maintenance (O&M), Annual Maintenance of Contract (AMC), etc.

9 **Performance Guarantee Test** shall mean a test to be conducted by the Supplier at Site and witnessed by Owner/ Buyer, as per procedure submitted by the Supplier and approved by Owner/ Buyer describing the objective of the test, detailed procedures to test the guaranteed parameters, obligations as per the order/ contract, results presentation procedure and verification & acceptance criterion.

TERMS & CONDITIONS

1	BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)
1.1	a) EMD: Not Applicable b) EMD: Applicable, EMD amount shall be Rs./-
1.2	Modes of Deposit: EMD shall be accepted only in the following forms: (i) Electronic Fund Transfer credited in BHEL account (before tender opening): BHEL-PEM account details is given at the link https://pem.bhel.com/Documents/VendorSection/BHELBANKER.pdf (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) (iii) Fixed Deposit Receipt (FDR) (iv) Bank Guarantee from any of the Scheduled Banks (v) Insurance Surety Bonds Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at pt.1.2(ii)) shall have to be submitted to the Buyer within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.
1.3	The EMD shall remain valid for a period of 45 (forty five) days beyond the final bid/offer validity period. The EMD shall also be extended in case of extension of bid/offer validity.
1.4	Forfeiture and Release/Return of EMD: i) A Supplier's EMD will be forfeited if the Supplier 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 Supplier fails to furnish the required performance security within the specified period mentioned in the Tender. ii) EMD by the Buyer shall be withheld in case any action on the Supplier is envisaged under the provisions of extant "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" of BHEL and forfeited/ released based on the action as determined under these guidelines placed at https://www.bhel.com/supplier-registration. iii) Bid securities of the unsuccessful Suppliers shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful Suppliers during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation. iv) Bid security shall be refunded to the successful Supplier on conclusion of the Order/ receipt of a performance security (if applicable).
1.5	EMD shall not carry any interest.
2	PART-II BID OPENING IS SUBJECT TO FOLLOWING CONDITIONS:

	i) Qualification of Technical PQR. ii) Techno-commercial compliance to the NIT (Bid). iii) Mandatory conformance to applicable Govt. of India rules/ guidelines/ notifications/ circulars as issued or amended time to time. iv) Approval of Supplier by Owner (if applicable).
3	REGISTRATION IN BHEL-PEM
	It is strongly recommended that suppliers get themselves registered in BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at www.pem.bhel.com - Vendor Section - Online Supplier Registration . All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.
4	TECHNICAL PQR
	a) Technical PQR: Not Applicable b) Technical PQR: Applicable i) Supplier has to provide the details as per TECHNICAL PQR in its Offer. Supplier to note that bids of only those Supplier(s) shall be evaluated who meet the Pre-Qualifying requirements. ii) This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME
5	FINANCIAL PQR
	a) Financial PQR: Not Applicable b) Financial PQR: Applicable Supplier has to provide the details as per FINANCIAL PQR in its Offer. Supplier to note that bids of only those Suppliers shall be evaluated who meet the Pre-Qualifying requirements.
5A	Above terms of BHEL PQR(s) shall prevail in conflict (if any).
6	INTEGRITY PACT (IP)
6.1	a) IP: Not Applicable b) IP: Applicable
6.2	IP is a tool to ensure that activities and transactions between the Company and its Suppliers are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC. a) Shri Otem Dai, IAS (Retd.) – iem1@gmail.com b) Shri Bishwamitra Pandey, IRAS (Retd.) – iem2@gmail.com c) Shri Mukesh Mittal, IRS (Retd.) – iem3@gmail.com

	The IP (format as enclosed) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those Suppliers who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Please refer Section 8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the any of the IEMs mentioned above. All correspondence with the IEMs shall be done through email only. “No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided below.” Details of contact person(s): <table><tr><td>Mr.SUMANT KUMAR, MANAGER /PG I-2 M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector 16 A, Noida-201301 E-MAIL: sumantkumar@bhel.in Ph. No. 9456257401</td><td>Ms. Naina Singh, DGM /PG I-2 M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector 16 A, Noida-201301 E-MAIL: nainasingh@bhel.in Ph. No. +91-9911542969</td></tr></table>	Mr.SUMANT KUMAR, MANAGER /PG I-2 M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector 16 A, Noida-201301 E-MAIL: sumantkumar@bhel.in Ph. No. 9456257401	Ms. Naina Singh, DGM /PG I-2 M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector 16 A, Noida-201301 E-MAIL: nainasingh@bhel.in Ph. No. +91-9911542969																			
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7	PQR DOCUMENTS VERIFICATION Suppliers to ensure that Third party / Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority in the format given below. Suppliers to furnish latest verification details for checking veracity of document(s) by the Buyer. In case the same is found not available, Buyer has right to reject such document(s) from evaluation: - <table><tr><th>Sl. No.</th><th>Project Name</th><th>Customer Name, Contact Address, Phone No. & Email ID</th><th>Contract/ Order No.</th><th>Value of Contract/ Order</th><th>Brief of Work</th><th>Completion Date</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Sl. No.	Project Name	Customer Name, Contact Address, Phone No. & Email ID	Contract/ Order No.	Value of Contract/ Order	Brief of Work	Completion Date														
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8	CONFLICT OF INTEREST: - “Bidders having a conflict of interest shall not be eligible to participate in the tender process. In this regard, declaration as per ‘Annexure A’ duly signed by authorised signatory of the bidder is to be mandatorily provided by the bidder along with the bid. (Note: Authorised Signatory should be either Board member/owner of the firm or person authorised for signing by board/owner of the firm)”																					
9	LIMIT FOR SUPERVISION OF E&C CHARGES – Not APPLICABLE Supervision of E&C charges, if applicable, should not exceed 2% of the Total Contract Value (including Main Supply, E&C, Mandatory Spares etc.), failing which the quoted amount shall be adjusted accordingly as deemed fit by BHEL and BHEL decision shall be final in such case. Also, in such case, since offline payment mode is being selected for this tender, price breakup mentioned in BHEL purchase order shall prevail over the breakup mentioned in GeM PO.																					

10	DETAILED PRICE BREAK-UP		
	Suppliers to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. Detailed Price Break-up (if required) shall be submitted by Supplier within Three (03) working days of Reverse Auction. If Price Break-up is not furnished within 03 working days, Buyer shall proceed ahead with its Price Break-up, which shall be binding on the Supplier.		
11	PRICES – Price are firm till completion of contract.		
12	DELIVERY SCHEDULE & CONTRACT VALIDITY		
12.1	1. Delivery Schedule – a) Main Supply ‘including quantity variation’*: Delivery completion for Main supply shall be 204 days from the date of PO. Drawing submission, resubmission & approval schedule shall be as per annexure II (Udangudi) & Annexure-III (Ennore) of Technical Specification. Other terms of delivery mentioned at sl. No. 22 of this ATC. This will supercede the delivery time mentioned in GEM BID. Delivery time mentioned in GEM BID is validity of contract. * if quantity variation release along with approval of primary documents. b) For Quantity variation** : Four (04) months from quantity clearance. ** if Quantity variation/ clearance issued after the primary documents approval. c) Mandatory Spares etc., (if applicable). Not Applicable d) Services (if applicable) like supervision of E&C, PG test, Installation Check, Demonstration Test etc.: Supplier to depute its service engineer for respective site activity within 15 days from BHEL's intimation. NOTE: - Delivery mentioned in Gem Bid (in days) is indicative only, however contractual delivery schedule for LD purpose shall be as per sl.no 12 of ATC (as above). 2. Supplier to start manufacturing/supply only after getting the applicable engineering Drgs. /docs approved from Buyer/ Owner. Drawings /documents submission/re-submission schedule shall be as indicated in technical specification which shall be used for progress monitoring purpose and required course correction, if any. 3. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule. The delivery conditions specified are for contractual purposes. However, to meet project requirement, the Buyer may ask for early deliveries without any compensation thereof. 4. BHEL/Customer comments/approval and Vendor Re-submission schedule <table border="1"> <tr> <td>Drg submission schedule for Primary Document</td><td>As given in technical specification i.e Within 10 days from PO.</td></tr> </table>	Drg submission schedule for Primary Document	As given in technical specification i.e Within 10 days from PO.
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	BHEL/Customer comments/approval Within 18 days of Vendor submission.
	Details of documents, mentioned at technical specification under 'DOCUMENTATION REQUIREMENT' as per Annexure-II of Technical Specification.
12.2	1. Validity of Contract (PO rates, terms and conditions): Supplier has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances where there is delay in providing inputs/ clearances from the Buyer (inputs, engineering approvals, deputing inspector for inspection, issuance of MDCC and/or any hold put by the Buyer for whatever reasons during execution of contract etc.) delivery time extension is admissible as per point no.3 below. In such situation it shall be obligatory on part of the Supplier to execute the contract at PO rates, terms and conditions provided inputs/ clearances have been accorded within validity of contract. Validity period for various activities shall be as defined below: - 1.1 Validity of the contract for main supply including quantity variation shall be 365 (C) days from the PO date. However, delay at Supplier's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at Supplier's end. For example: Original Delivery period for main supply: A (in days) Delay at Supplier's end: B (in days beyond "A" days) Contract validity: 365+B (in days) Supplier to note that B is the Supplier delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL. 1.2 Validity of the contract for Services (other than PG test) applicable in the contract: Validity of contract for services applicable in the contract shall be one year over and above contractual validity period for main supply including quantity variation as specified at point no. 1.1 above. 1.3 Validity of contract for Performance Guarantee (PG) test: Not applicable. 2. Main supply including quantity variation, mandatory spares/ services applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by Supplier at PO rates, terms and conditions. 3. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.
13	TERMS OF DELIVERY AND INSURANCE
	13.1 Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. E-way Bill will be arranged by Supplier as per GST law. 13.2 Unloading of items at delivery point shall be in the scope of Buyer. 13.3 Transit Insurance shall be in the Supplier's account.
14	DOCUMENTS FOR DISPATCH

	Supplier to submit copy of following documents by e-mail immediately on dispatch: a) Tax Invoice/ e-Invoice (as applicable), ii) LR, iii) Packing List, iv) Insurance Intimation, v) E-way bill (as applicable), vi) Copy of BHEL MDCC
15	PAYMENT TERMS
	15.1 Payment of Main Supply including Commissioning Spares & Mandatory Spares (if any): 100% Payment shall be released against Consignee Receipt-cum-Acceptance Certificate (CRAC)/MRC (Material Receipt Certificate) on submission of bills. 15.2 Payment of Service(s) Charges/PG Test: 100% payment shall be released after successful completion of the activity on pro rata basis, on certification by engineering /customer (as applicable) on submission of bills. In case of supervision of E&C/handing over of more than one type of machine by bidder in single visit, payment of visit and man-day charges shall be made at lower side of visit charges and man-days charges quoted for the machines. 15.3 Documents for Payment: a) For Supply including Mandatory Spares (if any): i) Original Tax Invoice/e-Invoice (as applicable), ii) Packing List, iii) LR/Receipted LR, iv) CRAC/MRC (issued by project site engineer of Buyer/Owner), v) Guarantee Certificate, vi) E-way bill (as applicable), vii) Copy of valid Insurance document and Intimation, viii) Proof for submission of Performance Security (if applicable), ix) Copy of BHEL MDCC b) For Services i) Original Tax Invoice/E-Invoice (as applicable) ii) Certification by buyer's site or Engineering (as applicable) 15.4 Payments to Supplier's shall be released only after: a) Supplier has declared such invoice in GSTR-1as per the relevant GST Act. b) The tax component charged by the Supplier in the invoice matches with the details uploaded by the Supplier in GSTR-1 and GST liability is discharged through GSTR 3B. In case, any GST credit is delayed/denied to the Buyer due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant GST Act for availing such

	ITC, or any other reasons not attributable to the Buyer, tax amount shall be recovered from the Supplier along with interest levied/ leviable on the Buyer. 15.5 RXIL is an initiative instituted by Govt. of India for MSMEs. PEM strongly advise all the MSME suppliers to get themselves registered on RXIL (TreDs) for faster payments. 15.6 Time line for Payment: Payment shall be made within timeline as mentioned below from the date of issue of consignee receipt-cum-acceptance certificate (CRAC)/MRC/Completion of Services certified by Buyer's Site/Engineering. a) Within 45 days for Supplier qualified and registered as Micro or small enterprises as per MSMED Act b) Within 60 days for Supplier qualified and registered as Medium enterprises as per MSMED Act c) Within 90 days for suppliers other than (a) & (b) above The supplier shall ensure submission of complete documents along with the bill. In case of incomplete documents, the bill shall be rejected, and next due date shall start from the date of closure of discrepancy by the Supplier. Provision of payment outside GeM shall be utilized. 15.7 Notwithstanding anything to the contrary contained in any other document comprising the contract, no interest shall be payable by the Buyer to the Supplier on any money or balances including but not limited to the security amount, Performance Security amount, bank guarantee amount, EMD, retention money, any bills or any amount withheld which may become due owing to difference or misunderstanding or any dispute between the Buyer and the Supplier, or any delay on the part of Buyer in making periodical or final payment or any other aspects incidental thereto.
16	PERFORMANCE SECURITY –
16.1	a) Performance Security: Not Applicable b) Performance Security: Applicable, Project wise (irrespective of order value) Initial e-PBG validity shall be 27 months from PO date for Main supply [Considering delivery period of 7 months (Approx.) (including documents approval time) + 18 months guarantee period + 2 months claim period] Supplier may opt any of the following for submission of Performance Security: - 16.1.1: Initially 10% of the contract value (Total order value including PVC). 5% of the contract value (excluding PVC) will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG. Or 16.1.2: 5% of the contract value (total Order value excluding PVC). Additional 5% of the contract value (excluding PVC) will be deducted & retained from first bill & subsequent bill(s) of the same contract (in case the value of first bill is less than 5% of the contract value). The retention amount will be released after completion of Main Supply based on certification by

	PG. However, balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG. This percentage supersedes the GeM enquiry SD/Performance Security percentage.
16.2	Modes of Deposit: Supplier has to furnish Performance Security in the following forms: (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). (v) Insurance Surety Bond. 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.
16.3	Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. Initial validity of Performance Security shall be as per GeM Bid. However, Performance Security validity is to be extended based on the actual delivery of package.
16.4	Performance Security value can be proportionately reduced after completion of Guarantee Period Project/Unit-wise/ Stage-wise/Set-wise/Scope wise (Main Supply/Mandatory spares/Services excluding PG test) subject to the project/units/sets/stages/Scope (Main Supply/Mandatory spares) being explicitly specified in delivery terms in the contract. However, Performance Security for the last unit/set/stage will be released only after completion of all contractual liability or guarantee period, whichever is later. In case of submission of PBG of any private bank, the PBG should be enforceable by being presented at any branch of Delhi-NCR.
16.5	<u>Forfeiture and Release/Return of Performance Security:</u> i) The Performance Security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier. ii) Performance Security shall be refunded to the Supplier without interest, after he duly performs and completes the contract in all respects but not later than 60 (Sixty) days of completion of all such obligations including guarantee/warranty under the contract. iii) If Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package (if applicable), as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the Supplier then Performance Security for total contract shall be released on submission of undertaking by the Supplier that Performance

	Guarantee (PG)/ Demonstration Test and handing over of the system/ package shall be conducted as and when required by Buyer.
16.6	The Performance Security shall not carry any interest.
17	LIQUIDATED DAMAGES (LD):
	Timely dispatch/delivery and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Supplier fails to complete the dispatch/delivery and other schedules within the time period stipulated in Order/Contract, or within any extension of time granted by the Buyer, it shall be lawful for Buyer to recover damages for breach of Order/Contract and hereunder. 17.1 Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total value of undelivered main supply portion excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract value of main supply excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract. 17.2 LD on service portion where delivery for services are defined separately in the Order/Contract. LD shall be applicable @ ½ percent, of the total services contract value excluding GST per week or part thereof. However, total LD (main supply + Services) shall be limiting to 10% of cumulative total contract value (main supply + Services) excluding GST. 17.3 For Mandatory Spares: LD on mandatory spares portion where delivery for mandatory spares is defined separately in the Order/Contract. LD shall be applicable @ ½ percent, of the total value of undelivered mandatory spares portion excluding GST per week or part thereof, limiting to 10% of total contract value excluding GST. 17.4 Supplier to essentially quote prices against each line item of the BOQ in the respective columns. 'NIL', 'Free of Cost', 'Zero' etc. shall not be mentioned for any line item of the BOQ. In such case, Liquidated Damages shall be levied on the Total order/ contract value instead of undelivered portion of the Order/ contract. Also, if price of any line item (X) is mentioned 'Included' in any other line item (Y), then in case of delay in delivery of item (X), LD shall be applicable on value of item (Y)." 17.5 In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s). 17.6 LR/RR date for indigenous supplies shall be treated as the date of dispatch for delay analysis and levying LD. However, it shall be vendor's responsibility to ensure material receipt at site for indigenous supply with in maximum validity of E-way bill as per extant Government GST law. 17.7 If Order/ Contract involves two or more Units/ Sets/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Stage wise and total LD amount shall be limited to 10% of total Order/ amended Order value excluding GST of delayed Unit/ Set/ Stage. 17.8 The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be incurred by the Buyer directly or indirectly on account of delay in delivery of

	material/equipment/services on the part of the Supplier and the said amount will be deductible without proof of actual loss or damage caused by such delay.
18	GUARANTEE TERMS
	18.1 Guarantee Period (Project-wise, Unit-wise, Stage-wise, Set-wise, System-wise - as applicable) for Supply package shall be Eighteen (18) months from the date of last dispatch. 18.2 All Shortages/damages in sound cases shall be replenished free of cost by the Supplier, as early as possible however, not exceeding more than 45 days from the time of reporting the shortage/damage. 18.3 For shortages/damages during transit, Supplier shall supply replacements free of cost as early as possible, within 45 days from the time of reporting the defect/ loss/ rejection etc. by the Buyer/ Owner/ Site. 18.4 For shortages/damages during handling at site, Supplier shall supply replacements, as early as possible, at the old contractual rates upon intimation to Supplier within 45 days from the time of reporting the defect/ loss/ rejection etc. 18.5 All replacements and repairs during the guarantee period shall be delivered and completed promptly and satisfactorily within a period of 45 days from the time of reporting the defect/ loss/ rejection etc. Damaged items/parts can be taken back by Supplier on his own cost with the permission of Owner. 18.6 All the replaced and replenished plant/ equipment/ stores shall also be guaranteed as per PO terms.
19	INSPECTION
	19.1 Buyer and/or Buyer's nominated Inspection Agency shall have at all reasonable times access to Supplier's premises or works and shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the plant/ equipment/ stores during their manufacture, and if part of the plant/ equipment/ stores is manufactured at other premises, the Supplier shall arrange for inspection, examination and testing by the Inspection Agency as if the plant/ equipment/ stores is manufactured on the Supplier's premises. Procedure for approval of works shall be as per the procedure given on https://cqir.bhel.in/Cqir/jsp/Masters/Help_File_for_suppliers.pdf Inspection calls should be raised by the Supplier on BHEL - Quality Surveillance System (https://cqir.bhel.in). Such inspection, examination and testing by itself shall not relieve the Supplier from any obligation under the Order/ Contract.

	19.2 Supplier shall give Inspection Agency reasonable notice of 15 days of any material being ready for testing and the Inspection Agency shall (unless the inspection of tests is voluntarily waived) attend at the Supplier's premises within seven (7) days of the date on which the material is notified as being ready. Tests are to be performed as per Buyer approved QAP (if applicable). 19.3 In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the proposed date of inspection as notified by the Supplier through e-mail/call raised on BHEL - Quality Surveillance System (https://cqir.bhel.in) by the Buyer arising due to reasons not attributable to Supplier, Buyer will extend the delivery period for such delay in witnessing inspection. If the Buyer is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall also be given to the Supplier to facilitate for arranging fresh inspection. 19.4 Where the Order/ Contract provides for tests/ inspections at the premises or works of the Supplier or any Sub-Contractor, the Supplier, except specified otherwise, shall provide free of charge such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.
20	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)
	20.1 When the tests have been satisfactorily completed at Supplier's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Buyer. 20.2 Buyer will issue MDCC to the Supplier within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of receipt of Inspection Report/Test certificates), by the Buyer due to reasons not attributable to the Supplier, Buyer shall extend the delivery period for such delay in issuing MDCC. If the Buyer is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall also be given to the Supplier to facilitate for arranging logistics arrangements. 20.3 Supplier shall not dispatch any material before issue of MDCC by the Buyer.
21	PACKING LIST
	Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage. Suppliers to submit Packing List along with advance set of documents for claiming payment which must indicate:

	i. No. of boxes ii. Packing size. iii. Gross weight and net weight of each package. iv. Contents of the package with cross reference to BoM item code no. or item serial no. v. Quantity of each item separately. The Packing list must cover all the BoM items and supplier to give the following undertaking in the Packing List: "The Packing List provided herewith is as per the BoM approved under Contract No.-dated-"
22	DELIVERY EXTENSION: EXTENSION OF CONTRACTUAL DELIVERY TIME
	Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the Supplier and review/approval of the same by the Buyer/Owner), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the Supplier to ensure timely completion of engineering and supply. During the execution of the contract, time loss occurred owing to the reason attributable to the Buyer besides force majeure shall be considered for delivery time extension to the Supplier as given below: i) Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT. ii) Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the Supplier (i.e. resubmission owing to end customer comments) as certified by Buyer. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re- submission time loss shall be in the Supplier's account. iii) Delay in providing engineering input by Buyer. iv) Delay in deputing inspector for inspection and delay in release of MDCC in line with clause no. 20 above. v) Any hold put by Buyer for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional 15 days for the purposes of mobilization and demobilization of resources shall also be admissible. Supplier to note that Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. Supplier to provide dates of drg./doc. submission & re-submission (if any) within 7 days of Cat-I approval. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Order/ Contract.
23	BREACH OF CONTRACT, REMEDIES AND TERMINATION
	In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using following instruments:

	(i) encashment of security instruments like EMD, Performance Security with PEM against the said contract. (ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Supplier, retention amount etc. with PEM. (iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Supplier, retention amount etc. with other units of BHEL. (iv) Any other mode as deemed fit by the Buyer at its sole discretion. (v) if recovery is not possible then legal remedies shall be pursued. However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.
24	SUSPENSION OF BUSINESS DEALINGS
	The "Guidelines on Suspension of Business Dealings with Suppliers/ Contractors" is placed at https://www.bhel.com/supplier-registration and, same shall prevail over Incident Management Policy of GeM.
25	SUPPLIER PERFORMANCE MONITORING AND RATING SYSTEM
	Supplier's performance will be evaluated as per Supplier Performance Monitoring and Rating System of BHEL. Please refer BHEL website www.bhel.com for details.
26	CONFIDENTIALITY
	Supplier shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Buyer and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of Order/ Contract. i.e. Supplier shall in no way share or use such intellectual property of Buyer to promote his own business with others. Buyer reserves the right to claim damages from the Supplier, or take appropriate penal action as deemed fit against the Supplier, for any infringement of the provisions contained herein.
27	INTELLECTUAL PROPERTY & LICENSES
	If any patent, design, trademark, trade secret or any other intellectual property rights apply to the delivery or accompanying documentation/drawings, Buyer or its customer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for the performance of the contract shall be promptly notified by the Supplier to the Buyer and shall be deemed to belong to the Buyer. The Supplier shall be obligated to cooperate with the Buyer and do everything necessary to obtain or perfect the above-mentioned rights in favour of the Buyer. The Supplier represents and guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. In the event a third party makes a claim, the Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.

	The Supplier agrees to indemnify, defend and hold harmless the Buyer, its officers, employees, agents, representatives, successors, assignees or any of the Buyer's customers buying or using the goods or services specified herein, against any actual or alleged infringement of such intellectual property interests, claims by third parties in this regard and shall pay to the Buyer merely on demand without demur and without requiring the Buyer to furnish any proof of such claim, such sum as indicated in the demand towards any liabilities, damages, penalties, injuries, claims, demands, actions, cost and expenses etc. suffered as a result thereof. The Supplier agrees that its liability under this clause shall be unlimited.
28	ADDITIONAL NOTES TO BIDDERS: -
	1. For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dt. 19/07/2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. Following may also pls. be noted by the bidders: Eligibility of Suppliers: Class I Local Suppliers & Class II Local Suppliers, (as per para no. 3(b) of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 19.07.2024 issued by DPIIT and subsequent amendments). In accordance with para 9 (a) of DPIIT's PP-MII order 2017 revision dated 19.07.2024, Class-I local suppliers" / "Class-II local suppliers" at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for the Class-I local supplier" / "Class-II local supplier" as the case may be. They shall also give details of the location(s) at which the local value addition is made. Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification w.r.t minimum local content (as per enclosed annexure-B) as per para 9 of PP-MII order revision dated 16.09.2020. 2. Bidders to, • ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable. • ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020 and latest circular dated 23.02.23 • to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020 latest circular dated 23.02.23 Note: Subsequent orders/circulars to be checked and to be complied.

3. Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM) both projects (Udangudi and Ennore) combined together.
4. Bidders to declare 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/guideline.
5. Bid submission time after the bid publication shall be 10 days.
6. Bid validity period from bid opening date shall be 180 days.
7. **Only Class-I/Class-II Local suppliers are eligible to bid for subject GeM tender / bid. Minimum Local Content required for qualifying a bidder as "Class-I / Class-II Local Supplier" is 50% & 20% respectively. Margin of purchase preference is 20%.**
8. 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 25% of total value.

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 in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

9. Following BOQ notes shall also remain a part of NIT: -

Any item which is “not quoted” or quoted as “not applicable” in the above list and is found to be “applicable” at a later date, shall be supplied by the Bidder without any price and delivery implication to BHEL/ Customer.

10. Quantity Variation is not applicable for Main Supply items. However, being site activities (Supervision of E &C) in scope, quality variation shall be applicable in Site Visit and Man days on Site Activities and same shall be exercised offline as per requirement.

11. Mode of Price Evaluation (on landed price at consignee destination at sl. No. 3 above) shall be “Bid to RA Option”. RA Qualification Rule shall be “H1 Elimination”.

12. All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library & GTC on GeM version available on GeM Portal.

Annexure A
(on Letter head of Company/Firm)

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, BHEL Sadan, Plot No 25,
Sector -16A, Noida (UP)-201301

Subject: - Conflict of interest – Declaration

Reference (s):

Bid No.:- ..

Name of Package: WORKSHOP EQUIPMENT

Project: 2X660 MW ENNORE SEZ STPP & 2 X 660 MW UDANGUDI SUPERCRITICAL STPP

Dear Sir/Madam,

I...(Name)..., (Designation).... on behalf of M/s.... (Name of the bidding company/firm) - the authorised signatory of the reference bid, hereby submit the declaration as below.

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.

Yours truly

..... (Authorised Signatory)

..... (Firm name)

Note: Authorised Signatory should be either Board member/owner of firm or person authorised for signing by board/ owner of the firm. In case the authorised signatory is other than board/owner of the firm, then authorisation letter from the board/owner of the firm is also to be enclosed.

PROJECT: - 2X660 MW ENNORE SEZ STPP & 2 X 660 MW UDANGUDI
SUPERCritical STPP PACKAGE: - WORKSHOP EQUIPMENT

Annexure-B

(On Letter head of Company)

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P) -201301

Subject: - Certification regarding local content

Reference: BID NO: ..

Name of Package: WORKSHOP EQUIPMENTS

Dear Sir,

We hereby certify that items offered by us for **WORKSHOP EQUIPMENTS** for above cited project meets the requirement of minimum local content in line with **GeM NIT** and Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018, 29.05.2019, 04.06.20, 16.09.20 & 19.07.24 and subsequent circulars if any.

Local content is%.

We further confirm that details of location at which the local value addition is made will be our registered works at

.....

(complete address of the works)

Further, cost of locally imported items (inclusive of taxes) sourced locally from resellers/ distributors is % and cost of licence/royalty paid/technical expertise cost etc. source from outside of India is%.

Yours truly

..... (to be signed as per MII order dtd 19.07.2024)

..... (firm name)

Annexure-C

Letter head of Company

Ref.....

Date.....

An undertaking regarding Model Clauses (To be provided alongwith bid)

Reference:

Project: - **2X660 MW ENNORE SEZ STPP & 2 X 660 MW UDANGUDI SUPERCRITICAL STPP**

Tender Enquiry No. -..

Name of Package: **Workshop Equipment's**

Dear Sir,

This has reference to: -

1. Our Offer for Supply of **Workshop Equipment** for 2X660 MW ENNORE SEZ STPP & 2 X 660 MW UDANGUDI SUPERCRITICAL STPP, against GEM Tender No.
2. Order dated 23.02.2023 reg. restriction under rule 144 (xi) of GFR issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that **M/s**, is not from such a country and is eligible to be considered against GeM enquiry no:, **Dtd.**

Thanking you.

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp

Annexure-D

Package: Workshop Equipment

Project: 2X660 MW ENNORE SEZ STPP & 2 X 660 MW UDANGUDI SUPERCRITICAL STPP

Letter head of Company

Ref.....

Date.....

Reference: GeM BID NO:

For above mentioned project/package & GeM tender, we,

..... confirm compliance to all terms and conditions of NIT.

Yours very truly

.....(authorized signatory of company)

.....(firm name)

Company's Seal/stamp