

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-03-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-03-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	Boiler Auxiliaries Plant Ranipet
वस्तु श्रेणी /Item Category	Advertisement Service - Newspaper - Tender Notices Advertisement; Any inside page of main page; Times of India; English; All editions; Black and White; Normal Rates , Advertisement Service - Newspaper - Tender Notices Advertisement; Any inside page of main page; The Hindu; English; All Tamilnadu Edition; Black and White; Normal Rates
अनुबंध अवधि /Contract Period	5 Day(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4

**बिड विवरण/Bid Details**

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	443520
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**Limited Tender**

Limited Tender Applicable	Yes
Reason	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.



विवरण/ Specification	मूल्य/ Values
Language	English
Edition	All editions
Colour	Black and White
Rate offering	Normal Rates
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Tentative Range of Delivery date/Specific date for advertisement	25.03.2026

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

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

**अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Advertisement size in sq cm/Number of words in case of classified text type ad	अतिरिक्त आवश्यकता /Additional Requirement
1	Regis Regon S	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	48	<ul style="list-style-type: none"> <li>Number of days for which advertisement is required : 1</li> </ul>

**Advertisement Service - Newspaper - Tender Notices Advertisement; Any Inside Page Of Main Page; The Hindu; English; All Tamilnadu Edition; Black And White; Normal Rates ( 48 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Advertisement	Tender Notices Advertisement
Advertisement Position	Any inside page of main page
Names of Newspaper	The Hindu
Language	English
Edition	All Tamilnadu Edition
Colour	Black and White
Rate offering	Normal Rates
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Tentative Range of Delivery date/Specific date for advertisement	25.03.2026

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

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

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Advertiseme nt size in sq cm/Number of words in case of classified text type ad	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Advertisement size in sq cm/Number of words in case of classified text type ad	अतिरिक्त आवश्यकता /Additional Requirement
1	Regis Regon S	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	48	<ul style="list-style-type: none"> <li>Number of days for which advertisement is required : 1</li> </ul>

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

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**Limited tender is invited for "Release of Press Advertisement for the year 2025-26 for enhancing the vendor base in Product Material Directory (PMD) of BHEL BAP, Ranipet" among the corporate empanelled advertising agencies.**

**M/s. R.K. Swamy Ltd. was requested to provide their seller ID vide emails dated 11.03.2026, 12.03.2026, and 13.03.2026; however, their response has not been received so far.**

### 2. Buyer Added Bid Specific ATC

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

## अस्वीकरण/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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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.

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

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

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

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

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition

specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

**---धन्यवाद/Thank You---**



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S012600013**

## **WORKS CONTRACT MANAGEMENT**

<b><u>NOTICE INVITING e-TENDER</u></b>	
Tender Notice No	S012600013, Dated: 17.03.2026
Nature of work	Tender for release of Press Advertisement for the year 2025-26 for enhancing the vendor base in Product Material Directory (PMD) of BHEL BAP, Ranipet
Type of tender	Limited Tender
Period of contract	Publication on or before 31.03.2026
Earnest Money Deposit (EMD) Amount	NIL
<b><i>(Please obtain updated information from the e-Procurement portal (GeM) about the latest applicable dates &amp; other changes if any in the tender contents)</i></b>	
Submission of Tender	Online submission thro' eProcurement Portal ( <b>GeM</b> ) website: <a href="https://gem.gov.in">https://gem.gov.in</a>
Tender Opening	Online through e-Procurement Portal ( <b>GeM</b> )
<b>Note:</b>	
1. The Tender documents can be downloaded at <b>free of cost</b> from eProcurement Portal ( <b>GeM</b> ) website: <a href="https://gem.gov.in">https://gem.gov.in</a> and also BHEL website ( <a href="https://www.bhel.com/tenders">https://www.bhel.com/tenders</a> ).	
2. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages ( <a href="https://gem.gov.in">https://gem.gov.in</a> ) only.	
3. Bidders shall keep themselves updated with all such developments.	
4. <b>BHEL will finalize the contract through e-Price bid</b>	
5. <b>The L1 bidder for each rate schedule shall be determined based on the lowest quoted rate for the respective individual rate schedule.</b>	

**Note: Tenderer should sign and affix seal in all the pages of this tender and all supporting document.**

Inviting Officer  
Deepesh Kumar Verma  
Manager/ Works Contract Management  
BHEL BAP Ranipet 632406  
04172284975

We hereby accepted above  
(signature & seal of bidder)



**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S012600013**

**SCOPE OF WORK & SPECIFICATION:**

**Name of Work:** To release of Press Advertisement for the year 2025-26 for enhancing the vendor base in Product Material Directory (PMD) at BHEL BAP, Ranipet.

1. The advertising agency must have registration under all applicable taxes/registrations required for performing works throughout the country. BHEL shall not be responsible, in any way, for violation of any rules/regulations by the Advertising Agency.
2. Agency shall undertake and provide the following services for the jobs entrusted by BHEL BAP, RANIPET. Coordination, creation, preparation and placement of advertising material in the newspapers/journals, in the approved size and at the rate finalized by BHEL.
3. Upon specific request made in writing by BHEL BAP, RANIPET, the agency shall book space, material, etc., on behalf of BHEL in respect of any services specified in above clause-1, at the minimum rates consistent with position, issues, quality required.
4. Agency shall submit its complete bills (GST invoice 3 copies in original, GeM invoice, digital signed E invoice) and uploaded in SUVADHA PORTAL along with voucher copies of publications, on completion of job.
5. Agency shall not divulge any information to third parties without written permission of authorized officials of BHEL BAP, RANIPET.
6. Advertisement matter sent through e-mail/fax or by post should be designed and released in the required newspapers/journals on the days specified by BHEL, failing which penalty will be levied and amount will be recovered as per the Penalty / Liquidate damaged clause.
7. Approved text/artwork of the advertisement is to be released in approved space/size in a box with double line border and rounded corners, using BHEL standard masthead, in the publication(s) / edition(s).
8. Agency will be responsible for final proof-reading and verification of accuracy of contents including URLs of websites, NIT references on BHEL and Govt. websites, etc.
9. Agency is fully responsible for ensuring that there are no errors/discrepancies in punctuation, spelling, website URLs, NIT references on BHEL and Govt. websites, etc., in the published advertisement and will be required to make good any lapses by arranging for a corrected make good/fresh release at no additional cost to BHEL.
10. After publication of the advertisement, the agency will be required to send the particular pages of newspapers/journals of all editions in which the advertisement was published along with the Bill. The agency will also be required to send the soft copy / e-paper link at [palsn@bhel.in](mailto:palsn@bhel.in) and all the email ids mentioned in the contact section of the advertisement on the date of publication of the advertisement itself.
11. Bill to be submitted in triplicate in strict compliance with the following check list:
  - (i). Release Order Reference Number and Date to be indicated.
  - (ii). Bill to carry abbreviated (3 letter) names of all individual edition(s) in brackets against each publication
  - (iii). Applicable GST to be indicated separately.
  - (iv). Service Provider's GST Account Number to be indicated.

We hereby accepted above  
(signature & seal of bidder)



**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S012600013**

- (v). Declaration to the effect that GST charged in this bill has been paid to the Government to be endorsed on bill.
  - (vi). Service Provider's PAN Number to be indicated.
  - (vii). Voucher copies of all edition(s) to be enclosed. Full-page tear-sheets may be submitted if names of individual editions are printed on the dateline of each tear-sheet, otherwise full copy (all pages as per masthead) of publication is to be submitted for each edition.
  - (viii). BHEL advertisement to be clearly marked/highlighted on all voucher copies/tear-sheets.
  - (ix). Tear-sheets to be folded only once horizontally with BHEL advertisement on the outside and secured to the bill with strong twine ensuring that the full dateline (name of newspaper/publication, edition name, date of issue & page number) is clearly visible for each edition.
  - (x). Full Voucher Copy of the publication carrying BHEL advertisement is to be sent to us if the release order is for special edition/supplement/publication/souvenir.
12. Bills will be returned to agency for correction in the event of failure to comply with ANY of the above.
13. Successful service provider(s) should allow sufficient time of at least 24 hours, for approval from BHEL for the final advertisement proof i.e. service provider should provide the final advertisement proof at least 48 hours before publication to BHEL for approving the same. All efforts to be made by the service provider to allow sufficient time for approval by BHEL.

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S012600013**

**BILL OF QUANTITY:**

SL	Publication	Editions	Size	AD in Size (in Sq. Cm)
1	Times of India	All Editions	8(W)x6(H)	48
2	Hindu	All Tamil Nadu	8(W)x6(H)	48

**Specification: The approved advertisement content is to be published as per the following specification:**



**BHARAT HEAVY ELECTRICALS LIMITED**  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड (भारत सरकार का उपक्रम)

**PURCHASE-SDC, BAP, BHEL, RANIPET-632406**  
**Ph: 04172-284474/4129/4447, E-mail: bp.choudhary@bhel.in**

**New Vendors Required**

BHEL is looking for vendors in different material categories, that are technically sound, committed to quality systems & have a strong financial background. For details, please visit our website <https://bap.bhel.com/mm/> Note: Registration process for items required by BHEL is always open at <https://supplier.bhel.in>. Prospective suppliers (including MSEs & owned by SCs/STs) may visit the site and apply for registration in the respective unit. SDGM (PURCHASE-SDC)

**Name of the publications:**

1. Times of India - All editions in India.
2. The Hindu - All editions In Tamil Nadu.

**Size of the Advertisement:**

**48 Sq.Cm [(8 Cm (W) x 6 Cm (H))] in black & white. Unit: Square Centimetre.**

**No. of Advertisements: 1.**

We hereby accepted above  
(signature & seal of bidder)



**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S012600013**

**TECHNICAL TERMS AND CONDITIONS OF CONTRACT**

1) **Pre-Qualification Requirement (PQR):** Not Applicable

2) **Publishing Date: On or Before 31.03.2026.**

3) **Terms of payment:**

i. The bills shall be paid by BHEL as soon as they are verified by respective area of Executive and as below:

The payment shall be paid through NEFT / RTGS payment within 45 days for MSE bidders, 60 days for Medium category bidders and 90 days for NON-MSME bidders from the submission of clear Tax invoice along with relevant documents in triplicate by the agency.

ii. While making the payment, statutory deductions as applicable, shall be made by BHEL.

iii. GST amount shall be paid only after compliance with GST input credit requirements.

4) **Penalty-Quality:**

If the final product / work does not match the quality and specifications mentioned, BHEL will not be obliged to accept the goods/services. If at all the goods/services are accepted, penalty shall be imposed at a rate to be decided by BHEL. Agency shall be given reasonable opportunity to place their side before the penalty is applied.

5) **Liquidation Damages-delay:**

**(Applicable GeM terms & conditions to supersede BHEL conditions as per the extant policy.)**

Since the jobs involving publishing of advertisements are time bound, in case of delay/noncompletion of the job in time will attract penalty/ Liquidated damages provisions as per the terms and conditions. BHEL shall levy and recover from the agency penalty at the rate of 0.5% per week subject to a maximum of 5% of the work order value. In the event of non-publishing of the advertisement on a date as specified, besides non-payment of the charges of that particular paper/edition (card rate of the respective edition), penalty @ 5% of the total R.O. value shall be imposed on the selected agency. No penalty, however, shall be leviable in the event of delays arising out of the circumstances totally beyond the control of the Agency e.g. riots, strikes, natural calamities, etc.

6) **Taxes and Duties:**

The above works are being pure services of publication / advertisement not involving any supply of materials by contractor. According to that, GST @ 5% is applicable. Input Tax on credit on GST will be applicable. GST amount will be reimbursed to the contractor on submission of proof of remittance challan and uploading the details in GSTN network within the statutory time period. In case of any change in GST as per Government Notification, the same may be adopted during the contract period.

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**7) GST: -**

**Registration & GST Rate:**

- a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

**Invoicing & Payment:**

- a) The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
  - i. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
  - ii. HSN Code or Service Accounting Code for supply of goods or services.
  - iii. Name & address of supplier
  - iv. GSTIN of Supplier
  - v. Consecutive Serial Number & date of issue
  - vi. Description of goods or services
  - vii. Total value of supply
  - viii. Taxable value of supply
  - ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
  - x. Amount of Tax charged
  - xi. Place of supply
  - xii. Address of delivery if different from place of supply
  - xiii. Signature of authorized signatory
- b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
  - i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
  - ii. Discharging the GST tax liability to the Government.
  - iii. Submission of Tax Invoice to BHEL.
  - iv. Submission of proof of payment of GST to BHEL.
  - v. Availing of Input Tax Credit by BHEL.

**Input tax credit:**

- a) In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.

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- c) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
- d) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

**Penalty for Non-compliance of GST Act:**

Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

**Anti-profiteering Measure:**

Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

**Other Provisions:**

- a) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- b) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- c) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

If any changes in GST (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the contractor only. The required compliance under relevant statute shall be carried out.

**8) SECURITY DEPOSIT**

- 8.1.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.
- 8.1.2 The Security Deposit shall be furnished before start of the work by the contractor.
- 8.1.3 The required Security Deposit may be accepted in the following forms.
  - i) Cash (as permissible under the extant Income Tax Act).
  - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
  - iii) 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).
  - iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
  - v) 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). Specific lien in

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favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.

vi) Insurance Surety Bonds.

Note:

- i) 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.
- ii) In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill.

8.1.4 The Security Deposit shall not carry any interest.

8.1.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
- iii) The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

8.1.6 The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + Guarantee Period + 3 months.

8.1.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.

**9) Breach of contract, Remedies and Termination: -**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Accordingly, the tender/ contract terms shall be structured in such a way to ensure recovery of an amount equivalent to 10% of the contract value in case of breach of contract.

**10) SUSPENSION OF BUSINESS DEALINGS**

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

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

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

**11) LIMITATION ON LIABILITY:**

Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.

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**ANNEXURE- 1**

**CHECK LIST**

(to be filled by Bidder)

Sl. No.	Description	To be filled by bidder
1	Name of the Tenderer	
2	Address for Communication	
3	Email: Phone No.:	
4	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify	
5	PAN No. and documentary proof (Photo copy has to be enclosed)	
6	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed.	
7	MSE Details (if applicable) (along with UDYAM registration certificate)	
8	Start-up Details (if applicable) (Certificate from Department for Promotion of Industry & Internal Trade)	
9	Submission of <b>Certificate of No Deviation</b> as per Annexure – 2	

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**ANNEXURE- 2**

**CERTIFICATE OF NO DEVIATION**

To,

Manager/ Works Contract Management  
BHEL BAP Ranipet-632406

Dear Sir,

Subject: No Deviation Certificate

Ref: 1) BHEL GeM Bid No: \_\_\_\_\_

2) All other pertinent issues till date

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

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

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

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

Thanking you,

Yours faithfully,

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

Date:

Place:

We hereby accepted above  
(signature & seal of bidder)