

Bid Corrigendum

GEM/2026/B/7591119-C3

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

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer uploaded ATC document [Click here to view the file.](#)
2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
3. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
4. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
5.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
6. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

CORRIGENDUM

Tender Enquiry No. GEM/2026/B/7591119 Dt: 27.05.2026 issued on GeM portal for the requirement of Thermal Insulation of Turbine for 1 x 250 MW Dolvi project.

Corrigendum detail:

Following points may please be noted and complied by bidders:

- **Document no. 31211410317 Rev. 01 (Datasheet for Thermal Insulation) attached herewith shall be applicable and complied** in place of existing document no. 31211410317 Rev. 00.

Bidders to acknowledge the above and submit their offer accordingly.

- **Tender due date of submission & opening has been extended upto 24-06-2026.**
Now, revised dates are as under:

End date of Bid submission on GeM portal: 24-06-2026 upto 05:00 PM

Bid Opening date on GeM portal: 24-06-2026 at 05:30 PM

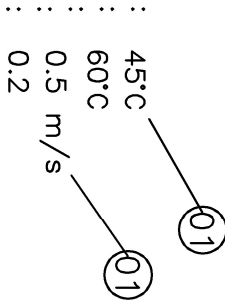
21C01-41121-3

01 GNIWARD

DATA FOR THERMAL INSULATION

QTY.	EQUIPMENT TO BE INSULATED	DRAWING NO.	MAX.TEMP.°C		OUTER DIA OF PIPE IN mm	TYPE OF INSULATION SEE NOTE-1	EQUIPMENT CATEGORY
			AT NO	LOAD RUN			
1	HP OUTER CASING (INLET)	01050124500	537			A	HP TURBINE
	HP OUTER CASING(EXHAUST)		422	500			
	HP OUTER END (REAR)		360				
1	HP SHAFT SEALING COVER (FRONT)	01050524000	490			C	HP TURBINE
2	HP INLET ASSLY.	01051424000	537	537	ø420/ø760	A	
1	HP EXHAUST ASSLY.	11051546000	422	500	ø725/ø1085	B	
1	IP OUTER CASING	01060157500	335			A	IP TURBINE
	CASING FRONT(TS) & REAR END (GS)					C	
2	INLET FLANGES					C	IP TURBINE
2	CROSS AROUND PIPE	01071357000	335		ø926/ø955	B	
4	CAP SUPPORT	01071357000	325			B	
2	ESV & CV CASING	01122224000	537			A	VALVES
	IV & CV CASING	01132157000	535			A	
2	CASING FLANGES	(REF.)	335			C	

AMBIENT TEMP.
DESIRED COLD FACE TEMP.
WIND VELOCITY
EMISSIVITY OF ALUMINIUM CLADDING



GRADE OF UNTOL. DIM
M/CG. AA0230208 m
WELDING CLASS 'B' OF AA0621104
GAS CUTTING TABLE 3 OF AA0621101

REV	DATE	ALTERED	CHECKED
-----	------	---------	---------

REV	DATE	ALTERED	CHECKED
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REV	DATE	ALTERED	MONICA
01	15.06.26	CHECKED	S.K.SONKAR

Inventory No

Inventory No

Inventory No

Inventory No

Inventory No

NOTES :
1. TYPE OF INSULATION :

- ROCKWOOL SPRAYED INSULATION (IS:9742) PROTECTED BY HARD SETTING CEMENT COVER AND WITH OIL RESISTANT PAINT COATING.
- ROCK WOOL MATTRESSES (IS:8183) LAGGED WITH ALUMINIUM SHEET.
- MICROPOROUS INSULATION (EQUIVALENT TO SILACOPER ULTRA950) LAYER OF EXTREMELY LOW THERMAL CONDUCTIVITY IN THE RANGE OF .018 w/mk TO 0.04 w/mk FOR THE CORRESPONDING TEMPERATURE RANGE OF 50°C TO 800°C. MICROPOROUS INSULATION LAYER SHOULD BE SUPPORTED WITH STAINLESS STEEL SHEET METAL COVER. PROPER INSULATION SHEET SHALL BE PROVIDED IN SUPPORTING STRUCTURES OF STAINLESS STEEL SHEET TO AVOID THE HEAT TRANSFER IN SHEET.

2. NOTES

- THE VENDOR SHALL BE RESPONSIBLE FOR ACHIEVING SPECIFIED COLD FACE TEMPERATURE.
- DESIGN OF INSULATION THICKNESS TO ACHIEVE SPECIFIED COLD FACE TEMPERATURE AND TO RESTRICT HEAT LOSS TO 180 kcal/m^h IS IN THE SCOPE OF VENDOR. THE VENDOR HAS TO SUBMIT THE "K" VALUE TEST CERTIFICATE(NOT MORE THEN 24 MONTHS OLD) FROM A RECOGNIZED TEST HOUSE ALONG WITH INSULATION THICKNESS CALCULATIONS.
- THE INSULATION THICKNESS ON THE BOTTOM HALVES OF HP TURBINE & IP TURBINE SHALL BE 20% EXTRA AS COMPARED TO TOP HALVES OF THESE TURBINES.
- INSULATING MATERIAL SHOULD CONFORM TO IS:14164 AND FOLLOWING STANDARDS -
SPRAYED INSULATION : IS : 9742
MATTRESSES TYPE INSULATION : IS : 8183 CLASS IV
DENSITY OF MATTRESSES : FOR 400°C AND ABOVE-128 kg/m
: FOR BELOW 400°C-100 kg/m
ALUMINIUM SHEET : IS : 737; GR. 19000, ANNEALED.
HARD SETTING CEMENT : IS : 9743, TYPE 1
- OIL RESISTANT PAINT SHOULD CONFORM TO IS:14947 AND ITS APPLICATION SHOULD BE PRECEDED BY APPLICATION OF SEALANT. PAINT SHOULD BE APPLIED ONLY AFTER PROPER CURING OF THE HARD SETTING CEMENT HAS TAKEN PLACE. THE SHADE OF THE OIL RESISTANT PAINT SHALL BE INTIMATED AFTER PLACEMENT OF ORDER.
- VALVE SUPPORTS CLAMPED WITH VALVES SHALL ALSO BE PARTIALLY INSULATED UP TO THE VALVE INSULATION REQUIREMENTS.
- FOR ADDITIONAL DETAILS REFER "SPECIFICATION FOR THERMAL INSULATION OF STEAM TURBINE COMPONENTS BY MINERAL WOOL (ROCK WOOL)"-ST29004.

3. DOCUMENT TO BE SUBMITTED BEFORE ERECTION AT SITE

- O & M MANUAL WHICH INCLUDES BOM, THICKNESS TABLE, APPLICATION AND REMOVAL PROCEDURE, SAFETY AND HAZARDS INSTRUCTIONSETC.
- CHECK LIST AND RECORD DOCUMENTS INCLUDING THICKNESS, MEASURED TEMPERATURE AND VISUAL INSPECTION REPORT IN THE FORM OF LOGSHEET AT VARIOUS LOCATIONS OF DIFFERENT COMPONENTS. (FOR SAMPLE CHECK LIST AND RECORD DATA SHEET REFER ANNEXURE A AND B)

MATERIAL CODE: ST9812114106

STEAM TURBINE

TYPE OF PRODUCT		OR		NAME OF CUSTOMER/PROJECT	
BOM		BOM		BOM	
BHARAT HEAVY ELECTRICALS LTD.		BHARAT HEAVY ELECTRICALS LTD.		BHARAT HEAVY ELECTRICALS LTD.	
RANIPUR, HARDWAR		RANIPUR, HARDWAR		RANIPUR, HARDWAR	
DRN	MONIKA	sd/-	02.03.26	NO. OF	
CHD	S.SONKAR	sd/-	02.03.26	VAR	
APPD	D.K. RAY	sd/-	03.03.26	73	74

DEPT	STE	SCALE	WEIGHT (KG)	REF. TO ASSY. DRG.	ITEM	NO. OF
CODE	4011	---	---	---	No.	ITEMS
					75	77

TITLE :	CARD	DRAWING NO.	
THERMAL INSULATION	CODE	3-12114-10317	
		7	22 23 24

ADDITIONAL TERMS & CONDITIONS OF TENDER **(ANNEXURE-B)**
FOR THE REQUIREMENT OF THERMAL INSULATION OF TURBINE FOR 250 MW DOLVI PROJECT
BHEL ref. no. B/4011/2026/0507/V1

Sl. No.	Terms	Description	Bidder confirmation										
1.	Confirmation to General Terms and conditions of GeM	This ADDITIONAL TERMS & CONDITIONS OF TENDER should be read in addition and would superseded GENERAL TERMS AND CONDITIONS of GeM (GeM 4.0 latest version as applicable). Please confirm the acceptance to above General terms & conditions of GeM (GTC) applicable for this tender.											
2.	Scope of Enquiry	Kindly note the scope/ requirement of item(s) covered in this tender enquiry as detailed below: <table><tr><th>Sl. No.</th><th>Material Code and Item Description</th><th>Qty.</th><th>Project</th><th>Delivery Requirement</th></tr><tr><td>1.</td><td>Material Code: ST9812114106 DESIGN, ENGINEERING, SUPPLY, APPLICATION AT SITE & PERFORMANCE TESTING OF THERMAL INSULATION ON STEAM TURBINE COMPONENTS AT 250MW THERMAL POWER STATION AS PER DATASHEET NO. 31211410317 & SPECIFICATION NO. ST29004 REV. 04 & ANNEXURE-A&B.</td><td>01 Set/ No.</td><td>1x250 MW JSW CPP-4, DOLVI</td><td>Nov-2026 <i>However, material will be dispatched <u>On Intimation</u> basis to Project site.</i></td></tr></table>	Sl. No.	Material Code and Item Description	Qty.	Project	Delivery Requirement	1.	Material Code: ST9812114106 DESIGN, ENGINEERING, SUPPLY, APPLICATION AT SITE & PERFORMANCE TESTING OF THERMAL INSULATION ON STEAM TURBINE COMPONENTS AT 250MW THERMAL POWER STATION AS PER DATASHEET NO. 31211410317 & SPECIFICATION NO. ST29004 REV. 04 & ANNEXURE-A&B.	01 Set/ No.	1x250 MW JSW CPP-4, DOLVI	Nov-2026 <i>However, material will be dispatched <u>On Intimation</u> basis to Project site.</i>	
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3.	Technical Requirement	a) Please quote your valuable offer as per BHEL specification & drawing i.e. Technical Specification no. ST29004 (Rev. 04) and Datasheet no. 31211410317 (Rev. 01) enclosed with this tender enquiry. b) Design criteria of Thermal Insulation shall be as per Data Sheet 31211410317. c) Design of insulation thickness is in vendor’s scope and correctness of the same in vendor’s sole responsibility. BHEL shall not be responsible for any discrepancy in insulation thickness. Please confirm.											
4.	Pre-Qualification requirement (PQR)	Technical offer of only those bidders would be considered and evaluated who meet the PQR of this tender. All the requisite documents as per PQR clauses to be furnished initially as Part-I offer itself. In case of any document is short, BHEL reserves the right to not to evaluate further and reject their offer.											
5.	PQR/ Technical/ Commercial clarification	Kindly note that clarifications against PQR, technical/ quality requirement and any commercial queries are to be responded by bidders with complete requisite documents within 07 days from the date of clarification sought. In case of any delay from the bidders, BHEL reserves the right to reject their offer and no-further correspondence shall be entertained thereafter.											
6.	Basis of quotation	Kindly confirm that Prices for material portion have been quoted on Ex-Works Freight prepaid basis upto Project site (i.e. 1x250 MW JSW CPP-4, DOLVI) inclusive of GST (i.e. including all taxes, duties, local levies/ transportation/freight charges, packing & forwarding charges etc.).											
7.	Transit insurance	Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.											
8.	Firm & Fixed Prices	Confirm that prices will remain firm and fixed during the entire validity and execution of the project.											
9.	Evaluation Criteria	Evaluation of tender will be done on the basis of Total Landed Cost to BHEL upto Project site for complete scope (i.e. material cost and application cost taken together). Total Landed Cost to BHEL includes Material cost, Application cost, Packing & Freight charges, GST etc.											

ADDITIONAL TERMS & CONDITIONS OF TENDER **(ANNEXURE-B)**
FOR THE REQUIREMENT OF THERMAL INSULATION OF TURBINE FOR 250 MW DOLVI PROJECT
BHEL ref. no. B/4011/2026/0507/V1

10.	Delivery Schedule/ Period	Material Supply: The material is required 'On Intimation' basis. Delivery date/period would be 10 weeks from the date of intimation from BHEL 'or' actual site requirement, whichever is later. The latest Project site requirement of above item for the project has been mentioned above in clause 2 of Scope of Enquiry. The delivery/dispatch period (of 10 weeks) is inclusive of the time for raising of inspection call (15 days prior notice) and review of test certificate/ Inspection report for issuance of dispatch clearance by BHEL (07 days advance). Any delay shall be on respective account. In case, bidder is not able to meet delivery period of 10 weeks, such bidders required to quote their best possible delivery from the date of intimation. Application portion: Bidder's manpower with complete tool and tackles shall reach project site within 15 days of intimation of BHEL. <i>Please confirm.</i>	
11.	Technical drawing & documents approval conditions	In case of PO, supplier to submit the Bill of Material (BOM)/ technical documents/ QAP etc. as called for in BHEL specifications for approval from BHEL/ End Customer within 30 days of placement of PO or intimation from BHEL, whichever is later. BHEL will arrange the approval of these documents/ QAP etc. within 30 days of their receipt provided those are complete in all respect. Any comments on the above documents etc. shall be provided by BHEL within 07 days of submission and supplier to submit the revised document/reply to comments, within 07 days of BHEL comments. However, total time for document submission and approval shall not exceed by 30 days for respective party. The delay due to late submission shall be to supplier's account whereas delay in approval of the documents shall be BHEL's account. In case of delay on account of BHEL in providing the comments/ approval of above documents, the delivery shall be re-scheduled accordingly by no. of days taken by BHEL in excess to 30 days. For delay analysis cumulative no. of days (including time taken in comments), shall be considered for delivery extension.	
12.	Application of Insulation at Project site	Application of Thermal Insulation of Turbine is required by supplier's representative at Project site (i.e. 1 x 250 MW JSW CPP-4, DOLVI). Bidder to quote the Lumpsum charges for Application work (inclusive of all factors i.e. accommodation, food, transport of supervisor and local workers, machinery etc. required for application work at site) including applicable GST as per defined separate GeM catalogue for Application portion. <i>Kindly confirm.</i>	
13.	Packing of material	Thermal Insulation material should be supplied in Wooden boxes with Steel sheet covering at top only and should be Sea worthy . <i>Kindly confirm and quote your offer accordingly.</i>	
14.	O&M Manuals	O&M manual as mentioned in BHEL specifications shall be provided with dispatch of material. <i>Kindly confirm.</i>	
15.	Customer approval requirement	End customer approval (M/s JSW) for Dolvi project is mandatory requirement for considering your offer in this tender. The offers meeting the Pre-qualification requirement will be referred to End customer for approval. For End customer approval, vendor to submit their latest credentials (i.e. company profile, supply experience with BHEL as well as other customer, End user certificate, copy of ISO certification, manufacturing and testing facilities etc.) alongwith filled Questionnaire and Main Contractor Evaluation format (enclosed with this tender) with their Part-1 offer. Vendor's credentials will be forwarded to End customer for their review and approval.	
		'Price Bid to RA' shall be processed on GeM portal as per GeM terms & conditions (GeM 4.0) of only those bidders who meet the PQR (Pre-qualification requirement), techno-commercial requirement of tender and approved from End Customer.	

ADDITIONAL TERMS & CONDITIONS OF TENDER **(ANNEXURE-B)**
FOR THE REQUIREMENT OF THERMAL INSULATION OF TURBINE FOR 250 MW DOLVI PROJECT
BHEL ref. no. B/4011/2026/0507/V1

16.	Quality Requirement & Inspection	Please confirm that insulation material would be supplied from Customer approved sources only. Customer approved vendors/sources for supply of Insulation material are: Lloyds Insulation; Murgappa; Rockwool; Thermocare; Minwool; Shree Insulation; Hi-Tech Rock Fibre; Jayashree Insulators; FGP Limited; U.P. Twiga Fibreglass Ltd. Geonka; Baroda Insulation; Atharva Insulation; Unifrax; Cerawool. <i>Note: End customer approval of bidder is subject to only if above condition is satisfied. Offer of bidder will not be considered in case of non-compliance to above condition. Relaxation to above condition is subject to approval of End customer.</i>	
		a) Kindly submit the duly endorsed (signed and stamped) BHEL SQP No. QA/BE/QP/316, Rev. 00 (copy attached) or provide the QP in line with BHEL SQP alongwith your Part-1 offer for BHEL/ Customer review and approval. b) Kindly confirm to follow End customer approval conditions (as per their approval letter) and also customer approved Quality plan in totality. c) Inspection shall be done by BHEL nominated third party inspection agency and End customer (if required) as per finally Customer approved QP. <i>Kindly confirm.</i> The charges of TPI will be borne by BHEL. However, co-ordination with the Third-Party Inspection agency would be the sole responsibility of the vendor. At least 15 days prior notice should be given by vendor to End customer and BHEL TPIA to arrange the joint inspection.	
17.	MDCC clause	Material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL/Customer. All Test certificates (TCs) & Inspection Reports should be submitted by supplier to BHEL at least 07 days in advance for review and issuance of MDCC. Any delay on submission of TCs & inspection reports/ issuance of MDCC shall be on respective account. Material should be dispatched within 07 days of issue of MDCC by BHEL.	
18.	Guarantee/ Warranty Clause	Supplier shall guarantee the quality of material used & workmanship for a period of 24 months from the date of supply or 18 months from the date of application (completion date), whichever is later. Any defect arising from faulty material or workmanship during this period shall be rectified by the supplier at no extra cost. Supplier shall also guarantee that if the specified maximum surface temperature is exceeded on actual measurement, the supplier shall either replace the insulation with a superior material or provide additional insulation thickness at the BHEL' s / site engineers discretion at no extra cost to BHEL. Performance shall be under watch for complete Guarantee/ Warranty period. <i>Note: Deviation in Guarantee/Warranty parameter is not acceptable & BHEL reserve the rights to reject the offer of bidder(s) offering deviation in guarantee clause.</i>	
19.	Liquidated Damages (LD)	Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be. Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor. If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.	
		Date of GR/LR shall be treated as date of delivery for LD purpose. <i>Kindly confirm.</i>	

ADDITIONAL TERMS & CONDITIONS OF TENDER **(ANNEXURE-B)**
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BHEL ref. no. B/4011/2026/0507/V1

20.	Payment terms	Material Portion: 100% payment of supply portion shall be released (within 45 days for MSEs (Micro & Small Enterprises)/ 60 days for Medium Enterprises/ 90 days for Non-MSME bidders) from the date of receipt of material at Project site after issuance of Delivery CRAC i.e. Consignee receipt-cum-acceptance certificate/ Material Receipt certificate/ Confirmation of receipt of material at site, subject to submission of non-discrepant below mentioned negotiable documents. <i>Kindly confirm.</i> Note: This is in supersession of 10 days' time as provided in Clause 12 of GeM GTC and also 45 days from CRAC as provided in the standard format of GeM Bid under Payment Timelines. Negotiable documents to be submitted to BHEL Haridwar in hard copies for Supply payment are as under: • Original Tax Invoice • E-invoice, in case Turnover is more than Rs. 5 Cr. (as per provisions of e-invoice) else Turnover declaration • Copy of Consignee GR • Original Consignor GR • Original Packing list • Copy of e-waybill (Part-A&B) • Original Test Certificates/Inspection Reports (TC/IR) • Original Guarantee certificate • Original GST compliance certificate • Copy of MDCC from BHEL • GeM Invoice • Material Receipt Certificate/Receipted GR and GeM CRAC issued by BHEL site. <i>Kindly note that it is mandatory for all suppliers to upload/ register their invoices exclusively through the SUVIDHA portal https://suvidha.bhel.in/suvidha/ alongwith above mentioned all the required documents.</i> Application portion: 100% payment of erection portion shall be released after receipt of work completion certificate/successful application certificate/Commissioning CRAC issued by BHEL executive/Consignee at site and submission of invoice by vendor. <i>Kindly confirm.</i>	
21.	Performance Security (PS)/ Performance Bank Guarantee (PBG):	Successful bidder to submit the Performance Security/Performance Bank Guarantee of 5% of the Contract Value (Excluding Taxes). The Performance Security/PBG shall be submitted within 30 days of notification of the award of Contract 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. PS/PBG shall be returned to the contractor without interest, after the contractor duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security/PBG shall not carry any interest. Modes of deposit of PS: Performance Security shall be furnished in the following forms: - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL. - Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee (PBG) should have approval of BHEL and will be in BHEL format and from one of the BHEL consortium banks, which are available at https://hwr.bhel.com.	

ADDITIONAL TERMS & CONDITIONS OF TENDER **(ANNEXURE-B)**
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		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. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). <u>Forfeiture of Performance Security/Performance Bank Guarantee:</u> The Performance Security/ Performance Bank Guarantee will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.	
22.	Breach of contract, Remedies and Termination	The following shall amount to breach of contract: - Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. - The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. - The Supplier/Vendor delivers equipment/ material not of the contracted quality. - The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. - Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. - Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. - Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. - Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor. - Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise. - Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner. Note: Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract. Remedies in case of Breach of Contract:	

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		i. Wherein the period as stipulated in the notice issued under above clause has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor. ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc. available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued. iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners: iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor. v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount: a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD. vi. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor. vii. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages. viii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. <u>Note:</u> The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.	
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23.	Settlement of Dispute, Conciliation & Arbitration	<u>Settlement of Dispute:</u> If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Officer / IEM for amicable resolution by the parties. Designated Officer / IEM who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per 'CONCILIATION' Clause. <u>CONCILIATION:</u> Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com). Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act, 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified. <u>ARBITRATION:</u> Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions (shall be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole	
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		Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar, shall have exclusive jurisdiction. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.	
24.	Jurisdiction	This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.	
25.	Force Majeure	"Force Majeure" shall mean circumstance which is: - beyond control of either of the parties to contract, - either of the parties could not reasonably have provided against the event before entering into the contract, - having arisen, either of the parties could not reasonably have avoided or overcome, and - is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: - War, hostilities, invasion, act of foreign enemies. - Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.	

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		iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, goslow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i. Constitute a default or breach of the Contract. ii. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.	
26.	Cartel Formation	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	
27.	Suspension of Business Dealings with Suppliers / Contractors	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com . If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.	

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28.	Conflict of Interest	The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations: i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly; ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating; iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate. iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. <u>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.</u> <u>Important Note:</u> a. A bidder shall not have conflict of interest with other bidders. Bidders having a conflict of interest shall not be eligible to participate in the tender process. b. Bidder to submit the undertaking for their compliance to this clause, in the declaration format (Annexure-4) enclosed with this tender enquiry.	
29.	Purchase Preference to Make in India (Govt. notification)	For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the GeM Bid, the same shall be applicable even if issued after issue of this GeM Bid, but before opening of Part-II bids against this GeM Bid. <u>Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</u> I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member	

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		of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. III. “Bidder from a country which shares a land border with India” for the purpose of this Clause means: - - An entity incorporated established or registered in such a country; or - A subsidiary of an entity incorporated established or registered in such a country; or - An entity substantially controlled through entities incorporated, established or registered in such a country; or - An entity whose beneficial owner is situated in such a country; or - An Indian (or other) agent of such an entity; or - A natural person who is a citizen of such a country; or - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. IV. The beneficial owner for the purpose of (III) above will be as under: - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <u>Explanation</u> “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals. - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. <u>Note:</u> - The bidder shall provide undertaking for their compliance to this clause, in the format enclosed with this tender enquiry (Annexure-13). - Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.	
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30.	Purchase Preference to MSE (Micro and Small Enterprises) suppliers	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. <table border="1"> <thead> <tr> <th>Type under MSE</th><th>SC/ST owned</th><th>Women owned</th><th>Others (excluding SC/ ST & Women Owned)</th></tr> </thead> <tbody> <tr> <td>Micro</td><td></td><td></td><td></td></tr> <tr> <td>Small</td><td></td><td></td><td></td></tr> </tbody> </table> Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA Dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro				Small				
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)												
Micro															
Small															
31.	Order of Precedence	In the event of any ambiguity or conflict between the tender documents, the order of precedence shall be in the order below: - Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. - Buyer Added Bid Specific ATC - GeM GTC.													
32.	Regarding ITC based evaluation bid	Kindly note that this bid/tender has been availed with 100% ITC (Input tax credit) based evaluation. Bidders shall have to enter their Prices inclusive of all taxes including GST during participation in bid on GeM portal and also bidders to add/input the applicable GST amount in percentage separately as per provision made by GeM in the system. Kindly confirm your compliance to the above and submit your offer on GeM portal accordingly.													
33.	IP Address	The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.													
34.	Special Note for Bidders	- In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. - BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. - Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. - BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.													

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		e. 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. f. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor. g. If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor. h. In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of GeM bid, delivery extension on pro-rata basis shall be given for supply of these additional quantity.	
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Kindly ensure to submit the below documents/enclosures along with Part-1 bid:

- a.** Signed & Stamped copy (each page) of GeM tender bid.
- b.** Signed & Stamped copy (each page) of duly filled Additional terms & conditions of tender (Annexure-B).
- c.** Copy/Replica of Price schedule (**without prices**) mentioning "Quoted" in place of price alongwith your techno-commercial (Part-1) offer.

(Sign and Seal of bidder)