



TENDER SUBMISSION

The Bid shall be submitted in two Parts

A. Part-I: Techno-Commercial Bid shall be sent by e-mail - only to technicalbid-hpvp@bhel.in by mentioning the Tender Enq. No. as Subject along with the following documents:

- Copy of GSTIN Registration Certificate.
- Copy of PAN card.
- Valid Udyam / Udyog Aadhaar Registration Certificate (if any)
- Copy of RTGS detail and cancelled cheque
- Signed & Stamped Tender Documents.
- All Relevant Annexures as per Check List [Annexure-I]

B. Part-II: Price Bid in the prescribed format shall be sent by email- only to pricebid-hpvp@bhel.in as separate document.

Note: All pages of tender documents and the various supporting documents enclosed by the bidder should be signed on all pages with seal.

C. The tender completed in all respects shall be sent by email only latest by **14.00 Hrs. on 05.08.2026** to following email address only:

Part-I Bid (Technical bid) : technicalbid-hpvp@bhel.in

Part-II Bid (Price bid) : pricebid-hpvp@bhel.in

Note:

- While sending tender documents thru email, Tender enq. No. is to be written as subject
- Please do not mark any CC / BCC in email address. If done so, the system will not receive the offer and liable for rejection.
- Attachment size limited to 20 MB only. Bidder can submit their offer in multiple emails within the due date by splitting the attachments if more than 20 MB.

Last date for receipt of tenders is **05.08.2026 up to 14.00 hrs.** BHEL-HPVP is not responsible for any delays in submission of offers.

Offers received in any other form will not be accepted.

D. OPENING OF TENDERS:

The bid will be opened on **05.08.2026** at 15.00 Hrs. at Customer Cell, Adm. Building, BHEL- HPVP.

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Subject: Supply of Cold Galvanization Spray 50(Ltrs) to BHEL HPVP within 2 weeks from the date of PO
RFQ/NIT Enquiry No: H212600007 Pub Dt. 03.08.2026

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Description of the Equipment and Scope of work:	Supply of Cold Galvanization Spray 50(Ltrs) to BHEL HPVP within 2 weeks from the date of PO.
Projects	SO 8136 – Hindalco Project
BHEL Tender No. & Date	H212600007 Pub Dt. 03.08.2026
GeM AR& PTS No.	GEM/GARPTS/23072026/42NLRVYTXPL78 FOR NON-AVAILABILITY

INSTRUCTIONS TO BIDDERS

- a) The Tender will be operated in **two-part** bid system. One-part consisting of Technical bid with Commercial terms & conditions and other part is Price Bid. Based on the technical suitability, vendors will be shortlisted. The price Bid of short-listed vendors will be opened on a suitable date with due intimation to vendors vide the procurement portal. **Reverse Auction is not applicable for this tender.**
- b) Bidder shall submit Categorical Confirmation of Pre-Qualification Criteria (PQC), Instructions to bidders (ITB), ~~Additional Terms and Conditions and TDC/Technical Specifications~~. Bidder shall comply to all the additional clauses mentioned in Bid Document. The offers of those bidders who do not comply with all the clauses in total are likely to be rejected.
- c) All the terms and conditions mentioned in Instructions to bidders (ITB), Additional terms and conditions & TDC/Technical Specifications shall supersede any other similar terms quoted elsewhere.
- d) **QUOTED PRICE: - Bidder shall quote the Price inclusive of P&F, Freight, Transit Insurance, GST, transaction charges after order placement and any other taxes.**
- e) The scope of supply and work must adhere strictly to the provided Technical Delivery Conditions (TDC) /Technical specifications.
- f) **Supplier to upload all the documents mandated in Annexure 1 Check List otherwise their offer is liable for rejection.**
- g) Vendor should compulsorily submit No Deviation certificate as per Annexure 3. In case the vendor is seeking deviation vendor to indicate the same in Annexure 3 clearly stating Doc No., Clause No., Conditions and sought deviation & if required additional page may be enclosed along with Annexure-3. Any contrary terms and conditions mentioned elsewhere (i.e. not indicated in Annexure 3 in the vendor's offer shall not be recognised and considered null and void.)
- h) Offer shall be rejected if the sought deviation is not acceptable to BHEL/Customer.

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ADDITIONAL TERMS AND CONDITIONS

1. PRE-QUALIFICATION CRITERIA

1.1. TECHNICAL:

- 1.1.1. Any vendor who has supplied similar material or higher grades in the last 5 years to any of BHEL Units/Regions or other PSU will be qualified

1.2. FINANCIAL: NA

1.3. Submission of Integrity Pact duly signed (*applicable for estimate $\geq$ 2 Cr*). **Not Applicable**

1.4. Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities and shall submit undertaking (Annexure-4) to this effect

1.5. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.

1.6. Price Bids of only those bidders shall be opened who stand qualified after compliance of Stated PQR requirements

2. Scope of Supply

2.1. Supply of Cold Galvanization Spray 50(Ltrs) to BHEL HPVP within 2 weeks from the date of PO.

2.2. Refer Annexure A for item-wise specification applicability details.

3. PRICE

3.1. Price Basis: Price in INR should be quoted for **F.O.R. Stores, HPVP, Visakhapatnam** and Delivery to:

Sr. Manager (Stores), BHEL HPVP, VISAKHAPATNAM – 530012 GSTIN: 37AAACB4146P7Z8

3.1.1. Vendor shall quote as per the enclosed Price Schedule format enclosed with the tender. ~~Vendor to quote for all the items otherwise their offer shall be rejected.~~

3.1.2. The quoted / finalized rates shall be firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract.

3.1.3. The basic Price should be inclusive of Inspection, Testing, Freight, Packing & Forwarding, Transit Insurance, procurement portal Charges, any other taxes excl. GST, etc.

3.1.4. GST % on the tendered item shall be indicated as % on the basic price. **Note: Offer with PVC clause will not be considered**

3.2. Price Evaluation method: The tender will be evaluated on **Package wise evaluation basis**. Evaluation and L1 identification shall be on total landed cost to BHEL including all cost up to destination

Price shall be considered on Landed Cost basis (Total cost to BHEL). Landed cost shall be worked out on price quoted including Quantity with tolerance, P&F charges, Testing & Inspection charges, Freight, Transit Insurance, Loadings on Deviations, Customs duty, loading as per customs notifications, GST after taking out Input Tax Credit as applicable. **The Price comparative statement shall be worked out on overall Landed cost basis (Total cost to BHEL) for Package WISE L1 BASIS.**

- The comparative statement of the price prepared on the reference date shall remain firm throughout the period. Any change in duty and tax structure during execution of the contract will not be considered for the re-ranking of Bidders.
- The lowest price received against BHEL, HPVP tender need not be commercially lowest price (L-1). BHEL, HPVP reserves the right to negotiate the same.
- BHEL, HPVP reserves the right/option to REFLOAT the tender if L-1 price is not the lowest acceptable price to BHEL, HPVP.
- The **prevailing Exchange rates (TT selling rate of SBI)** on the date of opening of Technical Bid shall be considered for Price Evaluation of import offers. If the date of opening of Technical bid happens to be a bank holiday or no forex, then the forex rate as on previous bank (SBI) working day shall be considered.

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- e) The acceptable evaluation currency of this tender shall be Indian Rupee (INR)
- f) If BHEL decides to give any relaxation to NIT terms the following Loadings will be considered accordingly:
 - 1) Loading on Payment Terms
 - 2) Loading on Delivery period
 - 3) Loading on LD terms & conditions
 - 4) Loading on Bank Guarantee.
 - 5) Loading on Quantity.

3.3. Reverse Auction: Not Applicable

3.4. Price Validity: Quotation shall be valid for 120 Days from the Technical (Part-1) Bid Opening. If Revised Price Bid/Impact bid is asked by BHEL, the validity of the same shall be 45 days from the price bid opening OR 120 days from the day of part -1 bid opening, whichever is later.

4. TAXES & DUTIES:

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

4.2. GST (Goods and Services Tax)

- 4.2.1. GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be **exclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
- 4.2.2. The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.
- 4.2.3. Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.
- 4.2.4. Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
- 4.2.5. Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
- 4.2.6. Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice &

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GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.

- 4.2.7. Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
- 4.2.8. Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -
- 4.2.8.1. **Supply of goods and/or services have been received by BHEL.**
 - 4.2.8.2. Original Tax Invoice has been submitted to BHEL.
 - 4.2.8.3. Supplier/Vendor has submitted all the documents required for processing of bill as per contract/purchase order/ work order.
 - 4.2.8.4. In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
 - 4.2.8.5. Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
 - 4.2.8.6. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
 - 4.2.8.7. Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
- 4.2.9. Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.
- 4.2.10. TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.
- 4.2.11. Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
- 4.2.12. Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
- 4.2.13. In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.
- 4.2.14. Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.

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

4.2.16. Variation in Taxes & Duties:

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

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

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

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

5. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC):

After completion of the Inspection at works respectively, suppliers need to send the scanned copies of TC's, Inspection reports and other applicable Test Reports in accordance with TDC/Technical specifications to BHEL with duly endorsed by Inspecting authority for obtaining the material dispatch clearance.

MDCC shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL. In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.

6. INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS:

BY BHEL. AFTER RECEIPT OF MATERIAL AT BHEL HPVP

7. DELIVERY:

THE ACCEPTABLE DELIVERY PERIOD SHALL BE **WITHIN 2 WEEKS [14 DAYS]** FROM DATE OF PURCHASE ORDER.

BIDDERS TO AGREE THE ABOVE DELIVERY TO MEET THE PROJECT SCHEDULE.

Loading Factor:

The offer which do not confirm to 6 weeks of delivery period shall be loaded for delayed delivery beyond 6 weeks @ 0.5% per week or part thereof on the offered basic value.

If any other date (such as Material Readiness Date, MTC date, LR Date, LC date etc) is quoted offer shall be loaded @0.5% per week for the differential period for bringing it to specified date

NOTE:

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- 7.1. 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.
- 7.2. In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of the bid, then delivery extension on pro-rata basis shall be given for supply of these additional quantity.

8. TRANSIT INSURANCE:

Transit Insurance of material is in Supplier/Vendor's scope. Supplier/Vendor shall insure the material at their cost for transportation. Vendor to quote price inclusive of Transit Insurance.

9. PAYMENT TERMS:

Payment of 100% of invoice value shall be made within the stipulated days as mentioned below from the date of receipt and acceptance of materials at BHEL HPVP.

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days through TReDS
Medium Enterprises	60 Days through TReDS
Non MSME	90 Days

Payment will be done on pro-rata basis. However, GST portion of invoice shall be released only upon

1. Vendor declaring the Invoice in his GSTR-1.
2. Receipt of Goods and Tax Invoice by BHEL.
3. Confirmation of Payment of GST thereon by vendor on GSTN portal.

Any deviation in the above payment terms will attract loading as mentioned below.

"Repo rate (as applicable on the date of techno commercial bid opening) + 4% of basic value shall be considered for loading for the period of relaxation sought by bidder.

Note: Offers with Payment against Proforma Invoice/Advance Payment/LC at sight/Confirmed LC shall be rejected.

SUVIDHA INVOICE REGISTRATION

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

The material will not be accepted inside BHEL in absence of the above submission of Invoices on Suvidha Portal.

Payment through TReDS (For MSMEs):

In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform (i.e RXIL, M1 xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier.

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The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.

Note that MSME Traders are eligible for discounting of Bills on the TReDS.

10. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL/BILLING DOCUMENTS:

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

- 10.1. Original Tax Invoice (As per Cl. No. 4 above).
- 10.2. Copy of LR.
- 10.3. Original Inspection documents
- 10.4. Material Test Certificate and Other Documents as per the TDC.
- 10.5. Safety Data Sheet (SDS / MSDS)
- 10.6. Product Datasheet
- 10.7. Warranty Certificate (As applicable)

11. BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION:

- 11.1. For Electronic Fund Transfer the details are as below:
 - 11.1.1. Name of the Beneficiary: Bharat Heavy Electricals Limited
 - 11.1.2. Bank Particulars:
 - 11.1.2.1. Name of the Company - BHARAT HEAVY ELECTRICALS LTD.
 - 11.1.2.2. Address of the company – NATHAYYA PALEM, VISAKHAPATNAM
 - 11.1.2.3. Bank branch -STATE BANK OF INDIA, BHPV BRANCH
 - 11.1.2.4. City: VISAKHAPATNAM
 - 11.1.2.5. Branch code: 1675
 - 11.1.2.6. Account Number: 33276118389
 - 11.1.2.7. IFSC code: SBIN0001675

12. EMD: **Not Applicable.**

13. PERFORMANCE SECURITY: **Not Applicable**

14. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

- 14.1. The following shall amount to breach of contract:
 - 14.1.1. 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.
 - 14.1.2. 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.
 - 14.1.3. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
 - 14.1.4. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
 - 14.1.5. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
 - 14.1.6. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - 14.1.7. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
 - 14.1.8. 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.

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14.1.9. 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.\

14.1.10. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

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

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

14.2. Remedies in case of Breach of Contract.

14.2.1. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

14.2.2. 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.

14.2.3. 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:

14.2.4. In case the amount recovered under above sub clauses 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.

14.2.5. 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:

14.2.5.1. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.

14.2.5.2. 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.

14.2.6. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.

14.2.7. 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.

14.2.8. 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

14.2.9. Note:

14.2.9.1. The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

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- 14.2.9.1.1. In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- 14.2.9.1.2. In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partner; or sole proprietorship firm owned by any partner(s) as a sole proprietor.
- 14.3. **LD against delay in executed supply in case of Termination of Contract:** LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.
- 14.3.1. Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.
- 14.3.1.1. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- 14.3.1.2. **Let the value of executed supply till the time of termination of contract= X**
- 14.3.1.3. Let the Total Executable Value of supply for which inputs/fronTS were made available to Supplier/Vendor and were planned for execution till termination of contract = Y
- 14.3.1.4. Delay in executed supply attributable to Supplier/Vendor i.e. T2=[1-(X/Y)] x T1
- 14.3.1.5. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.

15. BILL TO/ SHIP TO ADDRESS:

- 15.1. **Bill to:** MM (Head) , BHEL HPVP, Nattayapalem, BHPV Post Visakhapatnam 530012
- 15.2. **Ship to :** Sr Manager (Stores), BHEL HPVP, Nattayapalem, BHPV Post Visakhapatnam 530012

16. GUARANTEE/WARRANTY

- 16.1. The supplier shall warrant that the material supplied is new, unused, of latest manufacture, free from manufacturing defects and conforms to the requirements of the specification, applicable standards and manufacturer's quality requirements. Any material found defective due to manufacturing defects during the warranty period shall be replaced by the supplier at no additional cost to BHEL.

17. MICRO AND SMALL ENTERPRISES (MSE):

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

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

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

- 17.1. 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

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copies of either Udyam Registration. **Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission.**

- 17.2. **Non-submission of supporting document 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.
- 17.3. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

18. LIQUIDATED DAMAGE:

- 18.1. 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.
- 18.2. 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.
- 18.3. If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/refixed 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. In case of delay, the supplier should deduct applicable L.D and negotiate the documents for balance amount only. **Any deviation from the above LD clause, loading shall be applied to the extent of relaxation sought OR to which the LD is not agreed by the bidder, at offered basic value. In case the LD is not quantifiable, full 10% loading will be done.**
- 18.4. **Risk Purchase:** The delivery period stated shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.

19. INTEGRITY PACT (IP): **Not Applicable**

20. PREFERENCE TO MAKE IN INDIA:

- 20.1. 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 Bid, the same shall be applicable even if issued after issue of this Bid, **but before opening of Part-II bids against this Bid.**
- 20.2. **Compliance to Restrictions under Rule 144 (xi) of GFR 2017:**
 - 20.2.1. 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).
 - 20.2.2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - 20.2.3. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - 20.2.3.1. An entity incorporated established or registered in such a country; or
 - 20.2.3.2. A subsidiary of an entity incorporated established or registered in such a country; or
 - 20.2.3.3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - 20.2.3.4. An entity whose beneficial owner is situated in such a country; or

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- 20.2.3.5. An Indian (or other) agent of such an entity; or
- 20.2.3.6. A natural person who is a citizen of such a country; or
- 20.2.3.7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 20.2.4. The beneficial owner for the purpose of (20.2.3) above will be as under:
 - 20.2.4.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - 20.2.4.1.1. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - 20.2.4.1.2. “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.
 - 20.2.4.2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - 20.2.4.3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 - 20.2.4.4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 20.2.4.5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.
- 20.2.5. 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.

21. SETTLEMENT OF DISPUTE

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

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed, issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1.

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

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that Government departments/Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

21.2. ARBITRATION:

- 21.2.1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (**to be identified by BHEL HPVP**) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
 - 21.2.2. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the 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.
 - 21.2.3. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions. (to 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 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.
 - 21.2.4. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
 - 21.2.5. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Visakhapatnam.
 - 21.2.6. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Visakhapatnam.
 - 21.2.7. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
 - 21.2.8. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
 - 21.2.9. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
 - 21.2.10. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
- 21.3. **In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:** In the event of any dispute or difference relating to the interpretation and

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

22. JURISDICTION

Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Visakhapatnam shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

GOVERNING LAWS

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

23. FORCE MAJEURE

23.1. "Force Majeure" shall mean circumstance which is:

- 23.1.1. beyond control of either of the parties to contract,
- 23.1.2. either of the parties could not reasonably have provided against the event before entering into the contract,
- 23.1.3. having arisen, either of the parties could not reasonably have avoided or overcome, and
- 23.1.4. 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
 - 23.1.4.1. War, hostilities, invasion, act of foreign enemies.
 - 23.1.4.2. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
 - 23.1.4.3. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
 - 23.1.4.4. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
 - 23.1.4.5. 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.
 - 23.1.4.6. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
 - 23.1.4.7. Epidemic, pandemic etc.

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

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

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

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

23.5.1. Constitute a default or breach of the Contract.

23.5.2. 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.

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

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24. NON-DISCLOSURE AGREEMENT: NOT APPLICABLE

25. 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.

26. FRAUD PREVENTION POLICY

Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

27. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTOR

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.

28. Integrity commitment, performance of the contract and punitive action thereof:

- 28.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 28.2. Commitment by Bidder/ Supplier/ Contractor: Suspension of Business Dealings:
 - 28.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - 28.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - 28.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- 28.3. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings then, 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.

29. TREATMENT OF CASES REGARDING CONFLICT OF INTEREST

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

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

THE BIDDER DECLARES THAT THEY HAVE READ AND UNDERSTOOD THE ABOVE ASPECTS, AND THE BIDDER CONFIRMS THAT SUCH CONFLICT OF INTEREST DOES NOT EXIST AND UNDERTAKES THAT THEY WILL NOT ENTER INTO ANY ILLEGAL OR UNDISCLOSED AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL WITH OTHER BIDDER(S), IN THIS REGARD. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS. IN CASE, THE BIDDER IS FOUND HAVING INDULGED IN ABOVE ACTIVITIES, THE SAME WILL BE CONSIDERED AS A VIOLATION OF THE TENDER CONDITIONS, AND SUITABLE ACTION SHALL BE TAKEN BY BHEL AS PER EXISTANT POLICIES/ GUIDELINES.

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

The material will not be accepted inside BHEL in absence of the above.

31. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-

31.1.1. D S Baraik, Sr Manager, MM-Purchase, Ph: 08912881301 /1306 E-Mail: dsbaraik@bhel.in & aaditya@bhel.in

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- 32.** Successful bidder shall compulsorily get registered in Government E-Marketplace (GeM) before placement of Purchase Order and shall provide the GeM Seller ID to BHEL (In case of Indigenous Vendors).
- 33. Linking up of Old issues:** In case if you have any outstanding problem with earlier supplies, you should not link up against this enquiry or PO at later stages.
- 34. Evaluation in case of more than one L-1 bidder:** In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders in the mode decided by BHEL. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

35. CONTACT PERSON:

COMMERCIAL QUERIES	MR. Aditya Kumar /SR. MANAGER [MM-RM], / PHONE: (LANDLINE/ MOBILE) 91+ 891-288 1306 /EMAIL ID: aaditya@bhel.in
TECHNICAL QUERIES	Mr N V Reddy /Sr Manager (Engg) / Phone : 0891-2881108 / EMAIL ID: nvreddy@bhel.in

36. GRIEVANCE REDRESSAL MECHANISM

To promote transparency and ensure fair treatment of all bidders, a structured grievance redressal mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/contractors are requested to follow the below escalation process for grievance resolution:

FIRST LEVEL: any grievance should initially be addressed to the designated dealing officer; whose contact details are provided in the notice inviting tender (NIT)/contract.

SECOND LEVEL: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the suvidha portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix."

- 37.** BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. Also, BHEL reserves the right to reject or accept one or any offer without assigning any reason.
- 38.Right to Reject:** The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality. Rejected materials if any after receipt of material at our end shall be replaced by Supplier at free of cost (inclusive of all testing, inspection, TPI, service charges etc) up to destination immediately without any extra freight from defect notification date
- 39.** BHEL HPVP reserves the right to Reduce / Increase the quantities of any RFQ items mentioned in the enquiry. Vendor shall agree to accept reduced/increased qty of any RFQ items.
Bidders to quote as per tender quantity only
- 40.** Price Impact: Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, commercial terms/conditions as specified in NIT and in the opinion of BHEL such changes warrant changes in prices. BHEL at its sole discretion may also invite revised prices if there are major changes in scope. Revised price bids/impact price will not be accepted after opening of technical bids unless otherwise specifically asked by BHEL.
- 41.**BHEL HPVP reserve the right to negotiate and Re-float the tender if the lowest offered price is not found competitive.

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42. No overdue Interest, whatsoever the reason, will be payable by BHEL to either supplier or His Bankers.

43. Dimensions of the consignment [LXWXH/ Gross Wt/ Net Wt. to be indicated. You may enclose separate sheet if space is not adequate.

44. Pricing Terms: Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract. Offers with Price Variation Clause will be not be accepted. In case of order, Price should be firm till execution of order

45. Techno commercially qualified vendors' credentials will be submitted to customer/consultant, if required for their approval and their offers will be considered for price bid opening/ reverse auction subject to customer /consultant approval for the tender. Bidder shall submit their credentials and company details along with technical offers.

46. ORDER OF PRECEDENCE:

46.1. **In the event of any ambiguity** or conflict between the Tender Documents, the order of precedence shall be in the order below:

- 46.1.1. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- 46.1.2. Buyer Added Bid Specific ATC

47. NOTE:

- 47.1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
- 47.2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.
- 47.3. Any deviation from the terms and conditions stated in the enquiry/tender.
- 47.4. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
- 47.5. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- 47.6. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- 47.7. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.

48. ENCLOSURE: Refer Annexure 1 for Applicable annexures to be filled by supplier and submitted to BHEL along with their offer.

- 48.1. Annexure A – Specification and QAP Details
- 48.2. Annexure B – Unpriced Bid
- 48.3. Annexure B1 – Priced Bid
- 48.4. Annexure C- Declaration for treatment of cases regarding conflict of interest
- 48.3. Annexure-1: Check List.
- 48.4. Annexure-2: Offer forwarding letter / tender submission letter
- 48.5. Annexure-3: No Deviation Certificate
- 48.6. Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- 48.7. Annexure-5: Declaration by Authorized Signatory
- 48.8. Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Document
- 48.9. Annexure-7: Non-Disclosure Certificate
- 48.10. Annexure-8: Integrity Pact

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- 48.11. Annexure-9: Declaration confirming knowledge about Site Conditions
- 48.12. Annexure-10: Declaration reg. Related Firms & their areas of Activities
- 48.13. Annexure-11: Declaration for relation in BHEL
- 48.14. Annexure- 12: Declaration reg. minimum local content in line with revised public procurement
- 48.15. Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017
- 48.16. Annexure-14: Bank Account Details for E-Payment
- 48.17. Annexure-15: Power of Attorney for submission of tender.
- 48.18. Annexure-16: Proforma of Bank Guarantee for Earnest Money. -NA
- 48.19. Annexure-17: Proforma of Bank Guarantee for Performance Security.-NA
- 48.18 Annexure-18: List of Consortium Bank. - NA

**Buyer Added Bid Specific Additional Terms & Conditions
(ATC)**

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**Annexure A
Material Detail**

SI No	Material Code & Description	Unit	Quantity	Specification	QAP
1	Matl Code – 120014121900 – Cold_Galv_Spray IS 11759_500ml	L	50	As per TDC VZSTRU_CGAL_001, Rev00	Not Applicable

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Annexure B Unpriced Bid

Sl No	Material Code & Description	Unit	Quantity	Specification	GST %	HSN	Quoted / Not Quoted (Q / NQ)
1	Matl Code – 120014121900 – Cold_Galv_Spray IS 11759_500ml	L	50	As per TDC VZSTRU_CGAL_001, Rev00			

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Annexure B1 priced Bid [SUBMIT WITH PRICED BID ONLY]

Sl No	Material Code	Specification	Unit	Quantity	Unit price	Total value (excluding GST) in ₹	Remarks
A	B	C	D	E	F	G=E*F	
1	Matl Code – 120014121900 – Cold_Galv_Spray IS 11759_500ml	As per TDC VZSTRU_CGAL_001, Rev00	L	50			

Total Amount in Words:

Note:

- 1) The prices shall remain fixed and firm for the entire period of contract.
- 2) The quoted prices shall be inclusive of all applicable **taxes and duties except GST** as applicable as on date of tender submission. However, GST as applicable shall be paid by Supplier and same shall be reimbursed on submission of proof of payment.

SIGNATURE OF TENDERER WITH COMPANY SEAL

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ANNEXURE C

Declaration for treatment of cases regarding conflict of interest

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

- a) 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;
- b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- c) 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 Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- d) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

(Signature of the authorized signatory of the bidder)

ANNEXURE- 1

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

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CHECK LIST

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

Name and Address of the Supplier			
GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)			
Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:		
EMD DETAILS	Not Applicable		

E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents. (mandatory)	Applicable/ Not Applicable	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable/ Not Applicable	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable/ Not Applicable	YES / NO
iv.	Copy of PAN Card & GST registration (mandatory)	Applicable/ Not Applicable	YES / NO
v.	Submission of MSE certificate as specified in Tender	Applicable/ Not Applicable	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2 (mandatory)	Applicable/ Not Applicable	YES / NO
vii.	Submission of Certificate of No Deviation as per Annexure – 3 (mandatory)	Applicable/ Not Applicable	YES / NO
viii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4 (mandatory)	Applicable/ Not Applicable	YES / NO
ix.	Declaration by Authorized Signatory as per Annexure – 5 (mandatory)	Applicable/ Not Applicable	YES / NO
x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6 (mandatory)	Applicable/ Not Applicable	YES / NO
xi.	Submission of Non-Disclosure Certificate as per Annexure – 7	Applicable/ Not Applicable	YES / NO
xii.	Submission of Integrity Pact as specified in Tender as per Annexure – 8 (mandatory for more than 2cr)	Applicable/ Not Applicable	YES / NO

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

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xiii.	Declaration confirming knowledge about Site Conditions as per Annexure – 9	Applicable/ Not Applicable	YES / NO
xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10 (mandatory)	Applicable/ Not Applicable	YES / NO
xv.	Declaration for relation in BHEL as per Annexure – 11 (mandatory)	Applicable/ Not Applicable	YES / NO
xvi.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12 (mandatory)	Applicable/ Not Applicable	YES / NO
xvii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13 (mandatory)	Applicable/ Not Applicable	YES / NO
xviii.	Bank Account Details for E-Payment as per Annexure – 14 (mandatory)	Applicable/ Not Applicable	YES / NO
xix.	Power of Attorney for submission of tender as per Annexure – 15 (as applicable)	Applicable/ Not Applicable	YES / NO
xx.	Proforma of Bank Guarantee for Earnest Money as per Annexure – 16	Applicable/ Not Applicable	YES / NO
xxi.	Proforma of Bank Guarantee for Performance Security as per Annexure 17.	Applicable/ Not Applicable	YES / NO
xxii.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10	Applicable/ Not Applicable	YES / NO
xxiii.	Submission of Annexure B – Unpriced Bid (mandatory)	Applicable/ Not Applicable	YES / NO
xxiv.	Submission of Annexure C – Conflict of Interest (mandatory)	Applicable/ Not Applicable	YES / NO

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

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ANNEXURE - 2

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:

Date:

To,
Sr. Manager (MM)
BHEL, HPVP Visakhapatnam- 530012

Dear Sir,
Sub: Submission of Offer against Bid No:

Having examined the tender documents against your Bid No. _____
dated _____ and having understood the provisions of the said tender documents and having
thoroughly studied the requirements of BHEL related to the work tendered for, in connection with
_____ (name of work & project site), we hereby submit our
offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the
prices quoted by us and as per the indicated delivery schedule.
Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work
as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL. I/We further agree
to execute all the works referred to in the said Tender documents upon the terms and conditions contained or
referred to therein and as detailed in the appendices annexed thereto.

~~I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check
List.~~

Authorised Representative of Bidder

Signature: .

Name: .

Address:

Place: Date:

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

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ANNEXURE - 3

CERTIFICATE OF NO DEVIATION

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

To,
Sr. Manager (MM),
BHEL, HPVP Visakhapatnam- 530012

Dear Sir,

Subject: **No Deviation Certificate**

Ref:

- a. Bid No:
- b. 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 Bid. We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions except for terms and conditions mentioned below.

Sl. No.	Ref Clause of Technical Spec / Commercial terms.	Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason

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:

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

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ANNEXURE- 4

UNDERTAKING

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

To,
Sr. Manager (MM)
BHEL, HPVP Visakhapatnam- 530012

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Bid No:

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

Sign. of the AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

Place: Date:

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

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ANNEXURE – 5

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,
Sr. Manager (MM)
BHEL, HPVP Visakhapatnam- 530012
Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref:

- 1) Bid Specification No:
- 2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above-mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

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Annexure-6

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,
Sr. Manager (MM)
BHEL, HPVP Visakhapatnam- 530012

Dear Sir,

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

Ref :

1. Bid No. & Date:
2. All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

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ANNEXURE- 7

NON-DISCLOSURE CERTIFICATE

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

I/We understand that BHEL **HPVP-Visakhapatnam** is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s who are submitting offer for providing services to BHEL **HPVP Visakhapatnam** against Bid

No..... hereby undertake to comply with the following in line with Information Security Policy of **BHEL HPVP**.

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

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

Date:

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ANNEXURE – 8

INTEGRITY PACT

Between

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

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

1. Section 1- Commitments of the Principal

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

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

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

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

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

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

- 2.1. The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.1.2. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 2.1.3. The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 2.1.4. Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3. Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

3. Section 3 - Disqualification from tender process and exclusion from future contracts

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

4. Section 4 - Compensation for Damages

- 4.1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

5. Section 5 - Previous Transgression

- 5.1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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5.2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2. The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

7. Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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

8. Section 8 -Independent External Monitor(s)

- 8.1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Subcontractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5. The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7. The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8. The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

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- 8.9. IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10. If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11. The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12. The word 'Monitor' would include both singular and plural.

9. Section 9 - Pact Duration

- 9.1. This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2. If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

10. Section 10 - Other Provisions

- 10.1. This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5. Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place----- Date-----

Witness:

(Name & Address) _____

For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness:

(Name & Address) _____

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ANNEXURE – 9

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,
Sr. Manager (MM)
BHEL, HPVP Visakhapatnam- 530012

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions Ref:

- 1) GeM Bid Specification No:
- 2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

Date:

Place:

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

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ANNEXURE – 10

DECLARATION

Date: _____

To,
Sr. Manager (MM)
BHEL, HPVP Visakhapatnam- 530012

Dear Sir/ Madam,

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

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

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

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

Regards,
(_____)

From: M/s _____
Supplier Code: _____ (if available)
Address: _____

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ANNEXURE –11

DECLARATION FOR RELATION IN BHEL

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

To,
Sr. Manager (MM)
BHEL, HPVP Visakhapatnam- 530012

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) GeM Bid Specification No:

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

Tick (v) any one as applicable:

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

OR

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

- i.**
- ii.**

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

Note:

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

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

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ANNEXURE – 12

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

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

To,
Sr. Manager (MM)
BHEL, HPVP Visakhapatnam- 530012

Dear Sir,

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

Ref:

1. Bid No:
2. All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).
The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| ... | |

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder) ** -
Strike out whichever is not applicable.**

Note:

Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.

1. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
2. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

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ANNEXURE – 13

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

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

To,
Sr. Manager (MM)
BHEL, HPVP Visakhapatnam- 530012

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref:

1. Bid No:
2. All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that _____ **(SPECIFY THE NAME OF THE ORGANIZATION HERE)**, is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered. Thanking you,

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

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

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ANNEXURE –14

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL LTD	

DETAILS OF BANK ACCOUNT

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

CERTIFICATE

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above-mentioned Bank account. I / We also agree that payments made to the above-mentioned account is a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name & seal)

BANKER'S CERTIFICATION

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Bank Manager / Officer Date:

Signature with Bank stamp and name seal

FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION

We confirm the above details are verified with the records available with us.

Signature of BHEL Official with name & seal
Operating the contract / Services

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

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ANNEXURE – 15

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, HPVP in connection with.....vide Bid No: _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public