



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
Siri Fort, New Delhi-110049
Tele No. 011- 66337401

निविदा आमंत्रण सूचना
INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited, (a Public Sector Enterprise) having its Corporate / Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer from serious prospective bidders in two parts viz. Techno-commercial (Part-I) alongwith SAMPLE and Price (Part-II) bids for supply annual souvenir to different units/sites of BHEL as per Annexure -I. Specification of annual souvenir is enclosed at Annexure-II. **Please note that the procurement is a sample-based procurement i.e. sample qualification is inherent part of techno-commercial qualification of offer.** The maximum amount for the said souvenir is fixed to be Rs. 2500 (all-inclusive).

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	AA: GAX:26:PR-AS:1001
2.	Date of Issue of Tender:	28-09-2026
3.	Type of Tender:	Open Tender
4.	Tender Title:	Rate Contract of supply of Annual Souvenir for year 2027
5.	Location of BHEL-premises where items are to be supplied	ANNEXURE-XI
6.	Last date/ time for receipt of tender:	08-10-2026 by 03:00 PM
7.	Date/ time of opening of (Part-I):	08-10-2026 by 03:30 PM
8.	Place of Submission of Tender / Bid:	Tender box placed at the reception of Corporate Office, BHEL House, New Delhi-110049
9.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort, New Delhi-110049
10.	Date/Time of Price-Bid Opening:	Will be intimated separately.
11.	EMD (₹):	NIL
12.	Minimum Validity of tender offer:	90 days from the due date of submission of offer.
13.	Scope of Work:	Supply of Annual Souvenir as per Specifications mentioned in Annexure-I to locations mentioned in Annexure-XI
14.	Duration of Contract:	03 months.
15.	Delivery Period:	45 days. Same shall be reckoned from the date of Purchase Order issued to the successful tenderer by respective location/office/unit or as indicated in Lol/PO

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एल. हाउस, सीरि फोर्ट, नई दिल्ली-110049 / BHEL House, Siri Fort, New Delhi-110049

For & on behalf of
Bharat Heavy Electricals Ltd.

(Meena Thakran)

Sr. Manager (HR-GAX & ISMG)

No. 011-6633 7401/9625062397; e-mail: meenat@bhel.in

SECTION-I**DEFINITIONS**

1.1 DEFINITIONS: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i) **BHEL** shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI - 110049, or its Manufacturing Units (MU) or Power Sector Regional Offices or its Authorized Officers or its Site Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- ii) **"EXECUTIVE DIRECTOR" or "GENERAL MANAGER (In- charge)" or "GENERAL MANAGER"** shall mean the Officer in Administrative charge of the respective MUs/Power Sector Region/Unit.
- iii) **"COMPETENT AUTHORITY"** shall mean BHEL Officers who are empowered to act on behalf of BHEL.
- iv) **"ENGINEER" or "ENGINEER IN CHARGE"** shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents.
- v) **"SITE"** shall mean the places or place at which the equipments are to be installed and services are to be performed as per the specification of this Tender.
- vi) **"CONTRACTOR"** shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
- vii) **"CONTRACT" or "CONTRACT DOCUMENT"** shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
- viii) **"GENERAL CONDITIONS OF CONTRACT"** shall mean the 'Instructions to Bidders' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.
- ix) **"TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS"** shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers.

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- x) **"LETTER OF INTENT/ AWARD"** shall mean the intimation by a Letter/Fax/email to the bidder that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
- xi) **"COMPLETION TIME"** shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the installed equipment which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
- xii) **"EQUIPMENT"** shall mean equipment, machineries, materials, structural, electricals and other components of the system covered by the contract.
- xiii) **"TESTS"/ "TESTING"** shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
- xiv) **"APPROVED", "DIRECTED" or "INSTRUCTED"** shall mean approved, directed or instructed by BHEL.
- xv) **"WORK or CONTRACT WORK"** shall mean and include deployment of manpower, supply, installation, commissioning, configuration, testing & Maintenance of all categories of equipment/hardware, software, tools and tackles etc. required for complete operation of the system to the entire satisfaction of BHEL.
- xvi) **"SINGULAR AND PLURALS ETC"** words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
- xvii) **"HEADING"** - The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- xviii) **"MONTH"** shall mean calendar month unless otherwise specified in the Tender.
- xix) **'Day' or 'Days'** unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.
- xx) **"WRITING"** shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- xxi) **'CONTRACT PRICE' or 'CONTRACT VALUE'** shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
- xxii) **'EXECUTED CONTRACT VALUE'** shall mean actual value of works executed/items supplied by the contractor and certified/accepted by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.

- xxiii) "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.
- xxiv) "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
- xxv) "TERMINATION" of Contract shall mean the pre-mature closing of contract due to reasons as mentioned in the contract.
- xxvi) "DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
- xxvii) "RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.
- xxviii) **CONTRACT PERIOD:** The contract period of 03 months will begin from the day of issuance of rate contract or date mentioned therein in rate contract issued by corporate office.
- xxix) **DELIVERY PERIOD:** 45 days will begin from the date specified in the purchase order issued by the respective location or office or unit.



मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
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नई दिल्ली - 110049 / New Delhi-110049

SECTION-II
GENERAL CONDITIONS OF TENDER

2.1 GENERAL INSTRUCTION TO BIDDERS

- a) The General Conditions of Contract form part of the Tender specifications. **Tender to be submitted offline in Tender Box placed at Reception of BHEL House, Siri Fort, New Delhi-110049; within the date and Time.** In exceptional cases, where due to bulky size of the bid documents and it is not possible to drop the bids in the tender box, the bid documents may be handed over to the tender inviting authority.
- b) **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer & SAMPLE in token of complete acceptance thereof.** The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- c) Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- d) Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- e) The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- f) All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking of all the documents, which shall be numbered page wise.
- g) **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non-viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- h) Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidders have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the tender documents or are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by

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अधीन प्रमुख / Senior Manager

आवृत्ति: प्रमुख एवं आचार्य, / Corporate Admin. & ISMG

आवृत्ति: प्रमुख एवं आचार्य, / Bharat Heavy Electricals Limited

आवृत्ति: प्रमुख एवं आचार्य, श्री फोर्ट / BHEL House, Siri Fort

आवृत्ति: प्रमुख एवं आचार्य, नई दिल्ली-110049 / New Delhi-110049

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the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

- i) 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.
- j) No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.
- k) Integrity Pact (IP) - Not Applicable

2.2 SUBMISSION OF TENDERS

- a) The bidders must submit their tenders to Officer inviting tender as per instructions in the NIT.
- b) **Tender alongwith SAMPLE(s) shall be submitted offline in Tender Box placed at Reception of BHEL House, Siri Fort, New Delhi-110049; within the date and Time.**

It is important to note that this procurement is a sample-based procurement and the sample is an integral part of the technical bid. Since it will be bulky & may not fit in the same envelope. The sample shall also be submitted to tender issuing authority well within the last date of bid submission i.e. 15:00 Hrs of 08-10-2026. **Non-submission of sample within the prescribed time frame above shall result in rejection of offer on techno-commercial ground.**

- c) Bids alongwith SAMPLE(s) submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.
- d) **Bidders whose bids are found techno commercially qualified shall be notified through email/telephonically about the date and time of Opening of Price-Bids. BHEL's decision in this regard shall be final and binding.**
- e) The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Bidder.
- f) Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' in all the columns/rows where quote is to be offered by the bidder.
- g) The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.
- h) **SITE VISIT: Before submission of Offer, the bidders are advised to inspect office of tender inviting authority and be well acquainted with the actual working at BHEL Office and other prevalent conditions that may affect the performance of contract in any manner before quoting for this tender.** Visit shall be made on any working day between 09:00AM to 05:30PM with prior intimation to Tender Inviting Authority.

No claim will be entertained later on the grounds of lack of knowledge of any of office conditions. The costs of visiting the respective office of BHEL shall be borne by the Bidder. The Bidder shall not be entitled to hold any claim against BHEL for non-

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compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

- i) The submission of bid will tantamount to due diligence having been done and it shall be deemed that:
 - i. the Bidder has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the supply.
 - ii. the Bidder accepts total responsibility for having foreseen all difficulties and costs of successfully completing the supply.
 - iii. the Bidder accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Bidder shall not raise any claims/ disputes against BHEL at later date in any manner whatsoever.

j) **COST OF BIDDING:**

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

2.3 **LANGUAGE**

- a) The bidder shall quote the "RATES" in international numerals ONLY. The "TOTAL PRICE" shall be entered in figures as well as in words. "RATES" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- b) All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the bidder.
- c) Currencies of Bid & Payment: Indian Rupees (₹) only.
- d) All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- e) **Singular & Plural:** Words importing the singular number shall also include the plural and vice versa, where the context requires.
- f) **Headings and Marginal Headings:** The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

2.4 **TENDER OPENING:**

- 2.4.1 Tender shall be opened on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. Or by tender committee in the presence of representatives of bidder who would like to be present. The last day of submission Rate Contract for Annual Souvenir Supply in BHEL at various locations

(or the extended date of submission) and the opening date of part-I (Techno-commercial bid) shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.

- 2.4.2 Post techno - commercial evaluation of the bidders, BHEL shall be resorting to Conventional PAPER PRICE BID OPENING for this tender and L-1 shall be decided on the basis of Total Amount (including Taxes) quoted/calculated in Price-Bid. Price-bid format is attached with tender and the price must be quoted in that format only. For any queries, NIT inviting authority shall be contacted.

- 2.5 **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.

- If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of a) and b) above.
- If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

- 2.6 **TENDER PRICES & TENDER EVALUATION:**

- If the "Rate" is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, then that bid is deemed to be violating the terms of tender and shall not be considered for financial comparison and shall be rejected declaring "unresponsive bid" for violating term and conditions of tender.
- L-1 shall be decided on the basis of TOTAL COST TO COMPANY (all inclusive); amongst the remaining bidder(s) after removal of unresponsive bid(s); with due process of Price - bid Opening.
- In the event of all bids being rejected on account of S. No. a) above, retendering will be resorted to.
- "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders".
- In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
- BHEL's decision in such situations shall be final and binding.

- g) While quoting, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance, Overheads, Profit Margins, cost of any other item under its scope etc.
- h) All duties, taxes and other levies payable by the Contractor under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.
- i) Lowest "PRICE" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L-1 price is not the lowest-acceptable price to them inter-alia other reasons.

2.7 **APPLICABLE CONTRACTUAL VARIATIONS:** Within the validity or any extension of contract thereof, "Rates" shall remain firm without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. However, BHEL reserves the right to increase or decrease the quantum of purchase up to 30% at the same rates, terms and conditions of this contract during the validity of the contract.

2.8 **VALIDITY OF OFFER:** Offers shall remain valid for **90 days'** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

2.9 **SECURITY DEPOSIT / PERFORMANCE SECURITY: NOT APPLICABLE.**

2.10 **BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

2.10.1 The following shall amount to breach of contract:

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

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यहां से संपर्क करने के लिए / Bharat Heavy Electricals Limited
आपका समय है अत्यंत महत्वपूर्ण / BHEL House, Siri Fort
आपका समय है अत्यंत महत्वपूर्ण / New Delhi-110049

could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

- x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.
- xi. Further, following incidents may also result in Termination of Contract:

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case of any misrepresentation while claiming the payment.
g.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
h.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
i.	If the Contractor fails to deliver any or all of the items within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
j.	If Contractor fails to perform any other obligation under the Contract;

Note:

- i. 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 07 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.

- ii. The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 07 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 07 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor; without serving any further notice in this regard.

- iii. In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual supplies rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

2.10.2 REMEDIES IN CASE OF BREACH OF CONTRACT

- i. Wherein the period as stipulated in the notice issued under clause 2.10.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv. In case the amount recovered under sub clause 2.10.2 (ii) or 2.10.2 (iii) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
- from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- vi. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.

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vii It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

viii In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

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

- (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

2.11 GUARANTEE/WARRANTY: Guarantee period shall be 60 months or as provided by manufacturer; (whichever is later) from the date of billing;

2.12 REJECTION OF BIDS

- a) BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- b) BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
- c) Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- d) If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- e) If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- f) Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- g) In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole

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discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

- h) "The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

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

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.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit 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.

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.

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.

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

- i) The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ bidder/ contractors shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <https://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.

2.13 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSEs): This procurement is reserved for MSE bidders.

2.14 PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

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	Others
Micro		
Small		

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

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of **Udyam Registration Certificate** or valid **NSIC certificate**. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders and will lead to disqualification. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.
- b) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

c) No bidder is exempted from "Bidder Turnover" criteria and "Experience Criteria".

- 2.15 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 2.16 In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.
- 2.17 BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 2.18 The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement.
- 2.19 The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the item supplied.
- 2.20 **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 2.21 **SECURITY OF CONFIDENTIAL INFORMATION:** The Contractor agrees & acknowledges that in the course of their discussions and interactions, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

The above condition shall however not apply to that information, which

- i. now or hereafter enters the public domain through no fault of that party;
- ii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; and
- iii. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

The provisions of this Clause shall survive termination for a period of two years, for whatever reason, of the Contract.

2.22 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:

1. **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.
2. **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/>
3. Responses will be provided in accordance with the defined escalation matrix."

2.23 SETTLEMENT OF DISPUTES:

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 2.23 (a).

a) 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 that Government departments / Entities/agencies are to encourage mediation under the Mediation Act, 2023. The said Act has not yet been notified

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by the Government. Therefore, the clause "Settlement of Disputes" as and when the Mediation Act 2023 gets notified.

b) ARBITRATION:

- i. 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 2.23 (a) herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the Dispute), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency e.g. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. 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.
- iii. 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.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be NEW DELHI.
- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at NEW DELHI.
- vii. 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 Contractor has been mutually closed or "No

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Demand Certificate" has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

- viii. 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.
- ix. 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.
- x. 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 2.23 (b) (ix). 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.

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

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

- 2.24 **JURISDICTION:** Subject to clause 2.23 of this contract, the Civil Court having original Civil Jurisdiction i.e. New Delhi shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
- 2.25 **GOVERNING LAWS:** The contract shall be governed by the Law for the time being in force in the Republic of India.
- 2.26 **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as applicable against the contract/agreement and will remain in force for a period of 03 months from the date of Rate contract issued by Corporate office or date mentioned therein in rate contract. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 07 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
- 2.27 **DEVIATIONS,** if any, shall be listed out separately as per Annexure "VII" which may or may not be accepted by BHEL. Deviations mentioned anywhere else other than Annexure F shall not be considered.
- 2.28 Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the

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delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 2.29 **LIASONING WITH LOCAL AND STATE AUTHORITIES:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.

- 2.30 **VERIFICATION OF AUTHENTICITY OF PQR DOCUMENTS:** BHEL reserves the right to verify credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness / authenticity of the documents submitted by the bidder from the issuing Authority. At any stage, BHEL may also ask for original documents and bidder/ contractor has to submit the same. If at any stage, the document(s) submitted by bidder/ contractor is/ are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/ contractor as per extant guidelines/ policies/ terms & conditions of this tender.

- 2.31 **PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIERS:** 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.

- 2.32 **DUE DILIGENCE:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

- 2.33 **NO CLAIM CERTIFICATE:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate (WAM 10)" in favour of BHEL in such forms as shall be required by BHEL after the finalization of contract.

- 2.34 The quality of the works will be continuously evaluated by the designated committee/user groups nominated by BHEL.

- 2.35 The Contractor shall comply with all statutory and safety requirements of BHEL while executing the contract. PF and ESI for their deployed employees for said contract shall be ensured by the Contractor. The personnel engaged should also be provided with necessary PPEs (Personal Protective Equipment) by the Contractor.

- 2.36 No inferior services should be acceptable.

- 2.37 All services should be provided as directed by designated BHEL Engineer-in-charge at all the BHEL units.

- 2.38 **LIMITATION OF LIABILITY:** Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.

2.39 **FORCE MAJEURE**

- 2.39.1 "Force Majeure" shall mean circumstance which is:

Rate Contract for Annual Souvenir Supply in BHEL at various locations

11/09/2026

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

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Meena Thakran

2.39.2 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.

2.39.3 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.

2.39.4 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.

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

- i. Constitute a default or breach of the Contract.
- ii. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

2.39.6 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.

- 2.40 **CONSEQUENTIAL LOSS:** Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.
- 2.41 **BONUS & OVER RUN COMPENSATION:** Early completion of the Works, if achieved by the Contractor, shall be acceptable to the Buyer, however, no reward, incentive, or bonus shall be payable on this account. While the Buyer shall make every reasonable endeavor to facilitate uninterrupted execution of the Works, it does not guarantee continuous or uninterrupted working conditions due to circumstances beyond its control. Accordingly, the Contractor shall not be entitled to any compensation, additional payment, claim for damages, or overrun compensation arising out of or attributable to such interruptions or delays.
- 2.42 **POST PAYMENT AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof. However, no such recovery shall be enforced after three years of payment of the final bill.
- 2.43 **CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:** "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- they have controlling partner (s) in common; or
 - they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - they have the same legal representative/agent for purposes of this bid; or
 - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or
 - Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid or
 - In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - The principal manufacturer directly or through one Indian agent on his behalf and
 - Indian/foreign agent on behalf of only one principal;
- or
- A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid or
 - In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business".

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

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SECTION-III
SPECIAL TERMS & CONDITIONS OF TENDER

3.0 SPECIAL INSTRUCTIONS TO BIDDERS

3.1 The bidder must carefully examine the technical specification of Souvenir required by BHEL i.e. **ANNEXURE-I**. After thorough analysis & technical scrutiny on aforesaid parameters, the bidder is required to quote against this tender.

3.2 As a checklist of compliance, the bidder shall mention respective value of parameter in sample offered in the compliance column of table mentioned at Annexure-I. In case, the bidder is submitting more than one sample, the bidder is required to submit duly filled copies of Annexure- I against each sample. Non-compliance to any of the above parameters shall be liable to rejection of the bid.

3.3 Compliance: In the space provided for compliance, the bidder shall use following.

- a) Yes/No: for generic compliance.
- b) Absolute numbers: for size/warranty

3.4 The maximum amount for the said souvenir is fixed to be **Rs. 2500 (all-inclusive)** and the required item shall be supplied strictly in accordance with the technical specifications enclosed at Annexure-I. The purchase orders shall be placed by individual BHEL units located all over India. **No cartage / transportation charges shall be paid by BHEL separately.** The bidder shall build all the relevant charges into the UNIT price quoted in the price bid. Unit Price Quoted shall be all inclusive. However, % of GST included in Quoted Unit Price shall be mentioned explicitly in GST Column.

3.5 **PACKING AND MARKING:** The supplier shall arrange for securely protecting and packing the items to avoid loss or damages during transit. Each item shall be in an individual packaging & may be kept in packaging box/carry bag. BHEL logo & New Year wishes shall be printed/pasted on packaging box/carry bag. The design of logo shall be communicated to the successful bidder at the appropriate time. No extra charges for the packaging/carry bag/logo or New year wishes print shall be paid.

3.6 The cost of each offered souvenir item payable by bidder shall be maximum **Rs. 2500/- inclusive of all taxes & freight, packing with BHEL logo & New Year wishes printing/pasting, forwarding charges etc.** The vendor has to quote the best suitable item at the above cost; meeting technical specifications mentioned in Annexure-I.

3.7 Bidders are requested to quote their offer price on F.O.R. Destination (BHEL/Stores) basis. It is being reiterated No cartage / transportation charges shall be paid by BHEL separately. The bidder shall build all the relevant charges into the UNIT price quoted in the price bid.

3.8 BHEL reserves the right to inspect the material at vendor's premises/manufacturing location during manufacturing and/or before dispatch of material. However, dispatch clearance by BHEL before actual dispatch shall be mandatory. Cost of TA/DA/Stay of BHEL individuals coming for inspection, if any, shall be borne by BHEL. However, all costs associated with making the material, samples, testing, inspection facilities, documents and other arrangements available at the vendor's premises shall be borne by the vendor. Briefs of Inspection process are as follows:

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- a) The bidder shall ensure that the complete material offered for supply conforms to all the technical requirements specified in **Annexure-I - Technical Specifications of the Souvenir**. The inspection shall cover, inter alia, the following:
- i. Verification of **Make & Model** and manufacturer details;
 - ii. Verification of **number of pieces/items** in the cookware set;
 - iii. Verification of **dimensions/sizes** of individual items;
 - iv. Verification of **Triply SAS (Steel-Aluminium-Steel)** construction;
 - v. Verification of **minimum overall thickness of 2.5 mm**;
 - vi. Verification of **SS 304 food-grade inner layer, Aluminium core/middle layer and SS 430 magnetic stainless-steel outer/base layer**, wherever specified;
 - vii. Verification of compatibility with **gas, induction and other specified heating surfaces**;
 - viii. Verification of quality of **lids, handles, rivets/welded or screwed joints and grip**;
 - ix. Verification that there are **no sharp edges** and that the finish, smoothness and overall manufacturing quality are satisfactory;
 - x. Verification of **BIS certification/ISI marking**, wherever specified;
 - xi. Verification of **dishwasher-safe** feature, wherever specified;
 - xii. Verification of the stipulated **minimum 60 months warranty**; and
 - xiii. Verification of any other requirement specified in the NIT/Tender document, including applicable certificates, test reports, declarations and supporting documents.

NOTE: Where any specification relates to material grade, layer composition, thickness, construction or other characteristics which cannot be established through visual inspection alone, BHEL shall have the right to seek relevant manufacturer's certificates, test reports, material certificates, BIS documents or other documentary evidence, as applicable. BHEL may also undertake or arrange suitable verification/testing, wherever considered necessary, in accordance with the tender requirements.

- b) The successful bidder shall intimate BHEL sufficiently in advance, as specified in the Purchase Order/Work Order, regarding the readiness of the material for inspection. **Dispatch of the material shall not be made without obtaining mandatory dispatch clearance from BHEL.**
- c) The inspection requirements and acceptance criteria specified in the NIT/Tender document shall remain applicable throughout the procurement process and shall be followed during inspection at the vendor's premises/manufacturing location / during the final Pre-Dispatch Inspection (PDI). No deviation in specifications, material grade, construction, dimensions, quality, make/model or other stipulated requirements shall be accepted at the PDI unless specifically approved by BHEL in writing in accordance with the terms of the contract.

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- d) At the time of PDI, the bidder shall make available the **complete lot/quantity proposed for dispatch**, duly packed or otherwise arranged suitably for inspection, along with all relevant certificates/documents required under the NIT/PO. BHEL shall have the right to select samples from the lot for detailed inspection/verification.
- e) In case any material/item or sample is found not conforming to the stipulated technical specifications or approved requirements during inspection/PDI, BHEL may require the bidder to **replace/rectify the non-conforming material at no additional cost to BHEL**. The corrected/replacement material shall be offered for re-inspection and shall be dispatched only after obtaining BHEL's dispatch clearance.
- f) Inspection/verification by BHEL shall not relieve the bidder of its responsibility to supply material strictly conforming to all the requirements of the NIT/PO. Inspection, acceptance of samples or dispatch clearance shall not absolve the vendor of its contractual responsibility for quality, conformity and performance of the supplied material.
- g) The vendor shall provide all necessary assistance and facilities to BHEL's inspecting personnel and shall maintain/provide relevant inspection and quality records, certificates and test reports as required under the NIT/PO.

3.9 The successful bidder shall supply the material as per technical specifications. The required item, if found of inferior quality, will be rejected by BHEL and the same to be replaced free of cost. No payment shall be made against rejected / defective supply. The successful bidder shall supply the brand-new items.

3.10 Successful bidder shall abide by all the rules/regulations/status imposed by the Govt./or other concerned authorities. The contractor will be responsible for all requirements of local municipalities/ Govt. or any other law regulating bodies.

3.11 **QTY REQUIRED:** BHEL intends to buy a total of **3310 no's** of souvenir with a quantity tolerance of $\pm 30\%$ for its employees.

3.12 **CONTRACT PERIOD:** 03 months.

3.13 **DELIVERY PERIOD & LIQUIDATED DAMAGES:** The P.O. shall be placed by individual BHEL unit/office. The required items shall be supplied within **45 days** on placement of PO. **In case of supply is delayed beyond this period; BHEL reserves the right to levy LD @ $\frac{1}{2}\%$ per week or part thereof of delayed quantity subject to maximum of 10% of ordered value of that PO.**

3.14 The offers of the bidders who are on the banned list and also the offer of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

3.15 **WARRANTY/GUARANTEE:** As per Annexure-I & clause no. 2.11

3.16 **SAMPLE:** The bidder shall submit one or more than one sample marking them as A / B / C etc. and separate sealed cover/price-bid for each of such alternatives. If more than one samples are submitted by any bidder then Sample A/B/C shall be clearly mentioned on top of price-bid envelope of respective sample. All quoted item/options shall strictly meet all the technical specification enlisted in Annexure I. The sample shall reach the tender inviting authority before due date of bid submission indicated in the tender document & non-receipt of sample before due date shall result in rejection of the bid. It is important to note that the bidder has to quote only one price in the price bid for one sample and there shall be no provision to quote different rates for different samples in one price bid only. Hence, this implies that the bidder shall agree

to supply any of the “sample item” at their respective quoted rates as BHEL is free to choose any of the sample offered.

Note: It is important to re-iterate that the amount for each souvenir has been freezed/limited to max. ₹2,500/- (all-inclusive along with GST) so UNIT price quoted for any of the sample shall not exceed ₹2,500/- (all-inclusive along with GST).

For compliance to BHEL required features / properties (of item) as per Annexure-I, the bidder is to submit duly filled, signed & stamped copy of **Annexure-I**. Also, to support the same, documentary evidence like marketing brochures, leaflets, etc. may be submitted. Non-compliance to any of the listed required features / properties, shall lead to disqualification of bid. Non-submission of any of sample is liable for rejection on techno-commercial ground.

Note: The sample shall be properly packed along with details of items offered properly affixed on the packing box. Brochure/User Manual of the product mentioning the Technical specifications, warranty card, etc. shall be supplied within/on the packing box. Packing of sample shall be same as it will be supplied if the bidder gets selected and order is awarded to him/her. Technical data / brochure shall be furnished along with techno commercial bid for the item offered. Manufacturer's name, trade Mark or Patent No. if any, should be specified. The tender sample box shall be marked with permanent marker/sticker, with details, as Name of Supplier, Tender No., Brief Description of Item etc

3.17 SELECTION PROCESS:

All bidders to note that the process for procurement of souvenir is primarily a 'sample' based procurement. This procurement shall involve selection based on various indeterminable parameters by a selection committee constituted by BHEL. The vendors would be required to submit their offers as under:

- a) The bidders would be required to submit their best samples as per tender terms and conditions within the stipulated price of **₹2500/- (all inclusive)** and quote their best price for the same in a separate sealed cover. The successful bidder shall deliver the items at all the delivery locations mentioned elsewhere in this tender. No additional cost shall be paid by BHEL in this regard.
- b) Techno-Commercial evaluation of bids & samples shall be done as per tender terms and conditions.
- c) **SELECTION OF ITEM:** All the items of techno-commercially qualified bidders would be displayed for the selection committee. The items would be displayed without disclosing the names of the vendors. The committee shall select any number of samples up to a maximum of five.
- d) **Financial Evaluation:** The price bid (Part II Bid) of only the samples selected by the selection committee would be opened and order would be awarded to the bidder having quoted the lowest price.
- e) The unsuccessful bidders shall collect their sample from tendering authority after award of order at their own risk and cost.

3.18 EVALUATION:

- a) Bidder shall quote their prices in the prescribed format only i.e. Price Bid (Annexure-XII) enclosed for items given therein. Price quoted in any other format shall not be considered for evaluation.
- b) Evaluation shall be done on the basis of "Grand Total (all inclusive)" based on rates quoted by bidder. Calculation of "Grand Total (all inclusive)" will be done by BHEL.
- c) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- d) The evaluation currency for this tender shall be ₹. i.e. INR

3.19 The contractor shall perform all the works mentioned in the Scope of Work/Bill of Quantity as detailed.

3.20 If at any time during the period of Contract, it is observed by the Company or his authorized representative that the works rendered by the Contractor are not up to the satisfaction of the Company or any terms of the Contract are violated and Contractor does not respond for improvement of the same. In such situation BHEL reserves the right to terminate the Contract with a notice period of 07 days and may deduct the cost of the above-mentioned unsatisfactory work from his bill or for recovery may forfeit the Security Deposit in part or full as the case may be.

3.21 No excuses for hindrance viz. jungle, extreme weather condition, non-availability of labor etc. will be entertained for not completing the work.

3.22 The successful contractor shall abide by all the rules / regulations / status imposed by the Government or other concerned authorities.

3.23 **SUBCONTRACTING:** The Contractor cannot sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.

3.24 **START-UP:**

Order No. F.20-2/2014-PPD (pt.) dated 27th July 2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure alongwith DIPP D.O.No. 12(11)/2017-SI dated 22.06.2017 & DHI's letter no. 10(2)/2015-PE-XII dated 20.09.2021 and its amendments/any other related circular in this regard before submission date of bid shall be valid on this tender.

Please note that there shall not be any relaxation in prior experience & Turnover to verified Start-up.

3.25 **MAKE IN INDIA:**

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference 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 NIT, the same shall

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be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

The quantity is not splittable. Purchase preference to MSE and Class-I local supplier shall be as per the following order of priority: -

- a) If, L-1 is "MSE Class-I local supplier" - Contract shall be awarded to L-1.
- b) If, L-1 is "MSE non-class-I local supplier" - Purchase preference shall be given to class-I local supplier as per PPP-MII order. This implies that 'MSE class-I local supplier' shall be offered to match L-1 price to get order in line with purchase preference PPP-MII guidelines.

3.26 COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Clause means: -

1. An entity incorporated established or registered in such a country; or
 2. A subsidiary of an entity incorporated established or registered in such a country; or
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity, or
 6. A natural person who is a citizen of such a country; or
 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iii. The beneficial owner for the purpose of above will be as under:
 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.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

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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.
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.
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;
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.
6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-3.
- (ii) 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.

3.27 CONDUCT: Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or unparliamentary word or language in verbal/written communications against any officials of BHEL. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.

3.28 BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.

3.29 The Contractor shall indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be.

3.30 It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and local authorities while delivering items at respective locations covered in scope of work. Management of BHEL shall not in any way be responsible. In the event, any personnel/authority approach the Competent Authority under the Act or the Court, the entire expenses in this behalf shall be borne by the Contractor.

3.31 RECOVERY OF COMPENSATION FOR DEATH OR PERMANENT DISABLEMENT: For all works having contract value of Rs. 5,00,000/- or above, BHEL shall recover the amount of

compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a. Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b. Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c. Compensation in respect of each of the victims:
 - i. In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
 - ii. In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
- d. Permanent Disablement: A disablement that is classified as a permanent total Disablement under the proviso to section 2(l) of the Employee's Compensation Act, 1923.

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SECTION-IV: SCOPE OF WORK

- 4.1 The Contractor/Supplier shall supply and deliver the **Triply SAS (Steel-Aluminium-Steel) Metal Cookware Set - minimum 04 pieces**, strictly conforming to the technical specifications, dimensions, material grades, construction, features, quality requirements, warranty and other requirements specified in Annexure-I, to all locations covered/mentioned in Annexure-XI.
- 4.2 The Contractor/Supplier shall ensure that the cookware sets supplied are **complete in all respects** and comprise all the items specified in Annexure-I, including the prescribed lids and other accessories, as applicable. No incomplete set or item of inferior/substitute specification shall be supplied.
- 4.3 The Contractor/Supplier shall ensure that the **Make & Model offered in the tender and accepted by BHEL** is supplied throughout the contract. Any change in make, model, manufacturer, material, construction or specifications shall require prior written approval of BHEL.
- 4.4 All materials supplied shall be **new, unused and of good manufacturing quality**, free from manufacturing defects, dents, scratches, deformation, sharp edges or any other defect affecting appearance, safety, usability or durability. The finish, smoothness, handles, rivets/joints and lids shall conform to the requirements specified in Annexure-I.
- 4.5 The Contractor/Supplier shall ensure that each item/set is **properly packed and protected against damage, moisture, scratches, deformation and other deterioration during handling, transportation and delivery**. The packing shall be adequate for safe transportation and delivery at the respective locations.
- 4.6 The Contractor/Supplier shall be responsible for **loading, handling, transportation, unloading and delivery** of the material at the respective locations mentioned in Annexure-XI, unless otherwise specifically stated in the Purchase Order.
- 4.7 The safety and security of the Contractor/Supplier's materials during transit shall be the responsibility of the Contractor/Supplier. BHEL shall not be liable for any loss, theft, damage or deterioration of the Contractor/Supplier's materials during transit.
- 4.8 **PRE-DISPATCH INSPECTION:** The Contractor/Supplier shall offer the material for inspection by BHEL at the vendor's premises/manufacturing location before dispatch, as applicable. The **Pre-Dispatch Inspection (PDI)** shall be carried out strictly in accordance with the inspection provisions specified in Section-III, including Clause 3.0, and with reference to the technical specifications specified in Annexure-I.
- 4.9 The Contractor/Supplier shall provide all necessary facilities, documents, certificates, test reports and other supporting documents required by BHEL for inspection/verification of the material. Where required, the Contractor/Supplier shall make available relevant manufacturer's certificates/BIS documents/material or test certificates and other documentary evidence in support of compliance with the specified requirements.
- 4.10 **Dispatch of the material shall be made only after obtaining mandatory dispatch clearance from BHEL**, wherever PDI/inspection is applicable. Dispatch without the required BHEL clearance shall be at the Contractor/Supplier's risk and responsibility.
- 4.11 The Contractor/Supplier shall ensure delivery of the material at the respective locations within the **delivery period specified in the Purchase Order/Contract**. The Contractor/Supplier shall coordinate with the concerned BHEL location/representative for delivery and shall obtain appropriate acknowledgement of delivery.
- 4.12 The Contractor/Supplier shall provide the **minimum 60 months warranty** as specified in Annexure-I. During the warranty period, any item found to have manufacturing defects, material defects or failure attributable to defective workmanship/material shall be repaired/replaced by the Contractor/Supplier **free of cost to BHEL**, as applicable.

- 4.13 The Contractor/Supplier shall not dispatch or supply any material which does not conform to the requirements of Annexure-I. Inspection and/or dispatch clearance by BHEL shall not relieve the Contractor/Supplier of its contractual responsibility for conformity, quality, warranty and performance of the supplied material.
- 4.14 All incidental activities necessary for satisfactory completion of the supply, including packing, handling, transportation, unloading, delivery and replacement of defective/non-conforming material, shall be deemed to be included in the scope of the Contractor/Supplier, unless specifically excluded elsewhere in the tender.
- 4.15 The Contractor/Supplier shall comply with all instructions issued by BHEL from time to time relating to inspection, packing, dispatch, delivery and documentation, provided such instructions are consistent with the terms and conditions of the tender/contract.

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SECTION-V: COMMERCIAL TERMS & CONDITIONS**5.COMMERCIAL TERMS & CONDITIONS****5.1 PAYMENT TERMS:**

- 5.1.1 No Advance Payment will be made to the Contractor.
- 5.1.2 The payment shall be made by the individual unit of BHEL.
- 5.1.3 The **95% payment** would be made on the basis of actual number of items provided by the vendor as per tender terms & conditions. **Rest 5 % of the payment** (from each bill) shall be Retention Money. This shall be released after 3 months of successful completion of the contract, including replacements of all defective items. However, this retention money can be released against Bank Guarantee.
- 5.1.4 Payment shall be made once the supply gets completed and for the actual supplied quantity of items for respective location/Unit.
- 5.1.5 Payment for the bill (unless otherwise specified) shall be made within **45 Days for MSEs, 90 days for Non MSE** from the day of receipt of complete GST compliant bill in all respect along with all the requisite documents. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor.
- 5.1.6 The Contractor will have to intimate the NEFT details to enable BHEL to credit the payments into the account.
- 5.1.7 However, GST amount shall be paid in line with compliance to Clause "Taxes & Duties".
- 5.1.8 Any statutory deduction at source, as applicable, will be deducted from your bills.
- 5.1.9 No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 5.1.10 The Contractor will have to intimate the Bank Mandate, Copy of PAN, and other details of the bank to enable BHEL to credit the payments into the account.
- 5.1.11 Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- 5.1.12 While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within the terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.

5.2 TAXES & DUTIES:

- 5.2.1 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit where work is being done.

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Meena Thakran

- 5.2.2 If BHEL is liable to discharge tax liability under the Reverse Charge Mechanism, the contractor shall provide all necessary documents within 10 days from date of completion of work to enable BHEL to meet the GST liability. Any implications arising from a delay shall be the responsibility of the contractor and will be charged to the contractor's account.
- 5.2.3 The contractor has to submit their GST registration certificate along with a declaration regarding applicability of GST Reverse Charge (if applicable) to BHEL along with the bid.
- 5.2.4 Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence. However, no increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- 5.2.5 Any Payment to the service provider will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the service provider by BHEL.
- 5.2.6 In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/ omission of the Contractor in this regard, the Contractor shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Contractor or from Performance Security, or any other legal recourse from the said Contractor. If any tax is required to be paid by the Contractor in pursuance of any demand from tax authorities, on account of Contractor's suppression of facts, fraud or willful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the contractor shall be solely liable for payment of the same.
- 5.2.7 GSTIN of respective BHEL Unit will be provided to the Contractor along with the purchase order.
- 5.2.8 GST amount shall be released only after confirmation from GST portal that such invoice has been declared in GSTR-1 return filed by contractor and is available in GSTR-2B of BHEL within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
- 5.2.9 Any Statutory variation in the rate of GST, taking place between the Bid Submission by Contractor and Bid End Date, shall be to the Contractor's account. Hence, Contractor must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the Contractor. In case Contractor fails to

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incorporate the same in bid, the Contractor will not be eligible for claiming any change in price due to such Statutory variation.

5.2.10 The Bill Form / On-line invoice shall be generated by the contractor which may inter-alia include the following confirmations from the Contractor:

- a. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
- b. Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
- c. Certified that the Contractor is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
- d. The Contractor shall provide an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

5.3 NO INTEREST PAYABLE TO THE CONTRACTOR: Contractor agrees that no interest shall be payable by BHEL on any amount due under this contract.

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to the Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, or the Final Bill, or any amount withheld and/or appropriated by BHEL. etc., which becomes or as the case may be, is adjudged to be due from BHEL to the Contractor whether under the Contract or otherwise.

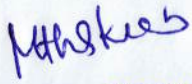
5.4 INVOICING MODE (GeM / SUVIDHA Portal):

- 5.4.1 The mode of invoice submission, i.e. offline or through BHEL SUVIDHA Portal, shall be decided by the Buyer at its discretion, based on the procurement route and administrative requirements, and may be communicated to the Contractor at any stage during execution of the Contract. Mode of billing shall be clarified before bill submission.
- 5.4.2 The Contractor shall submit invoices strictly in accordance with the invoicing mode specified by the Buyer, either hardcopy OR through the BHEL SUVIDHA Portal (<https://suvidha.bhel.in/suvidha/>), along with all required supporting documents. Invoices submitted through any other mode shall not be accepted for payment. Any delay or non-compliance shall be at the sole risk and responsibility of the Contractor, and the date of successful submission on the specified portal shall be treated as the official date of invoice submission. Mode of billing shall be clarified before bill submission.

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5.5 DISCREPANT AMOUNTS:

- 5.5.1 In the event BHEL finds any discrepancy, within TEN (10) days from receipt, in any invoice raised by the Contractor, BHEL shall give a notice/intimation regarding discrepant amount to the Contractor and withhold such part of the invoice value which is discrepant till such time the discrepancy is resolved between the Parties. If the Contractor intends to dispute the discrepant amount, the Contractor shall provide documentary evidence to BHEL within TEN (10) days of receipt of notice/intimation regarding such discrepant amount. If contractor's documentary evidence is accepted by BHEL, it shall pay the amount as mentioned in the invoice raised by the Contractor. In the event that the Parties are unable to resolve any issue in relation to such discrepant amount(s) within thirty (30) days of issue of the notice/intimation by BHEL in relation to the discrepant amount, such dispute shall be resolved in accordance with Clause "Settlement of Dispute".
- 5.5.2 Notwithstanding anything to the contrary in the Contract, the payment of any invoice by BHEL shall not prejudice, at any point of time, any rights of BHEL under the Contract, including the right of BHEL to notify any discrepancy in accordance with Clause herein above in respect of any amounts therein, as may be identified by way of any audit or inspection, that may have been conducted subsequent to the payment of such invoice. In the event any such discrepancy is identified in relation to any invoice that has already been paid by BHEL, BHEL shall have the right to adjust any amount that may be due and payable by the Contractor.
- 5.6 All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Bidder/ contractor shall not have any objection on the same.
- 5.7 Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.
- 5.8 The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- 5.9 The Contract Price shall be paid by the Buyer (BHEL) to the contractor as per the mutually agreed financial terms in the Contract.


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SECTION-VI: QUALIFYING CRITERIA FOR THE BIDDER(S)**6.0 PRE-QUALIFICATION REQUIREMENT (PQR) (Purchase reserved for MSE Suppliers)**

- 6.1. Bidder must be manufacturer /authorized dealer of the Item. Authorized dealer/supplier shall provide the authorization letter of dealership from manufacturer.
- 6.2. The bidder should have a valid PAN and GST Registration No.
- 6.3. **Financial Capability:** Average Annual financial turnover during the last 3 years, ending 31st March' 2026 should be at least ₹24.82 Lakhs. In case, the tenderer fails to submit the figure for any year, non-submitted year will be considered as "0" (Zero) for averaging the turnover.
- 6.4. **PAST EXPERIENCE:** The Bidder must have prior experience of successfully supplied similar items* in last 02 years (till last date of month prior to which the tender is invited) of minimum following values to any Central/State Government/ PSU/ Nationalized Banks/ Public Limited Company/ Private Limited company.

a. One Purchase order of 17 Lakhs

OR

b. Two Purchase orders of 10.62 Lakhs

OR

c. Three Purchase orders of 8.5 Lakhs

{The relevant proof of supply of (invoice copy/CRAC/completion certificate etc. to be submitted along with technical offer.}

* ***"Similar items" mentioned in S. No. 6.4 above shall be related to supply of Stainless Steel / Triply Stainless Steel / Multi-layer Stainless Steel utensils such as Kadai, Fry Pan, Sauce Pan, Casserole, Handi, Cooking Pot etc.,***

- 6.5. Only Class-I and Class-II Local suppliers will be eligible to bid. Non-Local suppliers are not eligible to participate.
- 6.6. All the bidders need to submit at least one sample against the quoted item (as per Annexure-I).

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SECTION- VII**7. DOCUMENTS REQUIRED**

The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

7.1 MSE Certificate (as applicable)

7.2 Audited Copy of Balance Sheets, Profits & loss Account Statements of last three financial years, ending 31st March' 2026. *In case of unavailability of audited financial statements for any of the last three Financial Years (i.e. FY 2023-24, FY 2024-25 & FY 2025-26), Certificate issued by Chartered Accountant / Certified Public Accountant (CPA) for financial capability of the bidder is to be furnished. If documents as above for all three years or any year are not available then, "Average Annual Turnover" shall be calculated by dividing the sum of available year's Annual Turnover by 03.*

7.3 Copies of the relevant proof of supply of (invoice copy/CRAC/completion certificate etc. to be submitted in support of clause no. 6.4.

7.4 Valid authorization certificate from the OEM; if authorized dealer is bidding; in support of clause no. 6.1.

7.5 Sample of the quoted item as per specifications at Annexure-I shall be submitted. For compliance to BHEL required features / properties (of item) as per Annexure-A, the bidder is to submit duly filled, signed & stamped copy of Annexure-A. Also, to support the same, documentary evidence like marketing brochures, leaflets, etc. may be submitted. Non-compliance to any of the listed required features / properties, shall lead to disqualification of bid. Non submission of sample is liable for rejection on techno-commercial grounds.

7.6 The Bidder must not, as on the date of submission of the bid, be admitted under the Corporate Insolvency Resolution Process (CIRP) or be under liquidation by the National Company Law Tribunal (NCLT) or any other adjudicating authority. Further, the Bidder shall not be an undischarged insolvent and shall not have been convicted at any time during the preceding two (2) years of any offence punishable with imprisonment exceeding three (3) months. The Bidder shall submit an undertaking to this effect in the prescribed format (Annexure-II).

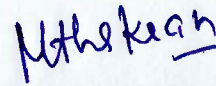
7.7 The bidder shall submit the declaration / certification (Annexure-III) regarding minimum local content in line with revised public procurement (preference to make in India), order 2017 dated 04th June, 2020 and subsequent order(s); in support of Clause no. 6.5. Please note, BHEL at its discretion, may choose to verify the actual percentage of local content on the stated manufacturing location.

7.8 Regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-IV

7.9 The bidder shall submit the E-Banking Mandate Form in Annexure-V

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- 7.10 The bidder shall submit the declaration regarding 'Conflict of Interest' in Annexure-VI.
- 7.11 "No Deviation/Acceptance Certificate" i.e. Annexure-VII.
- 7.12 "Declaration Certificate" i.e. Annexure-VIII.
- 7.13 "Duly filled "Bidder's General Information" placed in Annexure-IX.
- 7.14 Signed and Stamped Un-Price Bid (Annexure-X)
- 7.15 Signed and Stamped Delivery locations (Annexure-XI)
- 7.16 Duly Filled PRICE-BID (Annexure-XII)
- 7.17 Power of Attorney or a true copy thereof duly attested by a Gazetted Officer /copy of Board Resolution, in favour of the authorized signatory of the Bid, in case an authorized representative has signed the tender.
- 7.18 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.
- **NOTE:** 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.



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8 PROCEDURE FOR SUBMISSION OF TENDER

- 8.1 The tender is to be submitted as required in two parts in separate sealed covers prominently superscripted as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid" and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

ENVELOPE 1: *Envelope of Part-1 "Techno-commercial Bid" shall contain contain the complete tender enquiry stamped on each page by bidder including all the relevant documents sought in NIT (technical details and / or Commercial Terms & Conditions) and should not contain Price-Bid.*

Sample shall also be submitted with Technical Bid.

ENVELOPE 2: *Part-2 "Price Bid" shall contain Price-Bid format (Annexure-XII) only.*

- 8.2 **PRICE BID:** Envelope 2 shall contain Price-Bid only and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above. This part shall be submitted separately & not be submitted along with technical bid (Part-I bid). The bidder must ensure that Price bid is submitted in the Price-bid format only.
- 8.3 *These two separate covers/envelopes 1 and 2 shall together be enclosed in Third envelope and this sealed cover alongwith SAMPLE shall be superscripted with tender number & due date.*
- 8.4 Bidders who qualify in Technical Bid (Part-1) will only be considered further for Sample Selection. And then those technically qualified bidders shall be considered for Price Bid Opening whose sample also get selected by Selection Committee meeting technical specifications mentioned in Annexure-I.
- 8.5 BHEL will finalize successful bidder by Opening of Conventional Paper Price-Bid (Part-II). Date of Opening of Price-Bid will be intimated separately to the techno-commercially qualified and sample selected Bidders.
- 8.6 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 8.7 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.
- 8.8 Bidders are requested to note that they should necessarily submit their financial bid (price bid) in the format provided and no other format is acceptable and liable to be rejected. Price bid have been given in the standard formats with the tender document.

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28/09/2026

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Annexure-"I"

Technical Specifications of the Souvenir
TRIPLY SAS (Steel- Aluminium-Steel) METAL COOKWARE SET - Min. 04 Piece

Make & Model offered by bidder: _____

S.No .	Item	Quantity	Size	Other Specifications Details	Compliance (Yes / No)
1	Kadhai with Lid (Lid-SS)	1	22cm (Dia.)	1. Construction Type: Triply SAS (Steel-Aluminium-Steel) 2. Overall Thickness: Min. 2.5 mm 3. Layer Composition: a. Inner Layer (Food Contact): SS 304 Food-Grade. b. Core/Middle Layer: Aluminium (for uniform/even heat distribution). c. Outer Layer (Base): SS 430 Grade Magnetic Stainless Steel (Gas, Induction, etc Compatible).	
2	Fry Pan	1	Minimum 22 cm (Dia)		
3	Sauce Pan	1	Minimum 14 cm (Dia)		
4	Kadhai with Lid (Lid SS/Glass)	1	Minimum 20 cm (Dia)		
5	Warranty	Minimum 60 months			
6	<u>General Features:</u> a) High quality & high gauge SS for durability; b) 3 ply constructions consist of SS and Aluminium for uniform/even heating; c) Works for major heating surfaces such as gas, induction etc; d) Dishwasher safe; e) Proper BIS certification with ISI mark f) Good quality lid locks g) Good quality Handles and Rivets welded or screwed for safe grip h) No sharp edges i) Good Manufacturing quality j) Shining and smoothness should be good				

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ANNEXURE-II**UNDERTAKING**

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

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY, LIQUIDATION, AND CONVICTION STATUS

Ref: Bid No:

I/We _____ declare that

1. 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
2. I/ We am/are not an undischarged insolvent as on the date of submission of the bid.
3. We have not been convicted at any time during the preceding two (2) years of any offence punishable with imprisonment exceeding three (3) months.

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Place Date

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ANNEXURE-III**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

(Write Name & Address of Officer of BHEL, inviting the Tender)

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: _____

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-1 local supplier' / 'Class II local supplier ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision 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. _____ 3. _____

Thanking you,

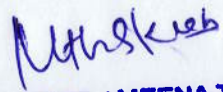
Yours faithfully.

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

**Strike out whichever is not applicable.

Note:

1. 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-IV

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,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

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

Ref: 1) Bid No:

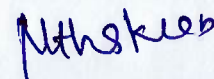
I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that (SPECIFY THE NAME OF THE ORGANIZATION HERE), is not from such a country / has been registered with the Competent Authority (attach valid registration by the Competent 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.



मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager

कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

ANNEXURE-V

E-Banking Mandate Form
(To be submitted along with Bid)

1. Vendor/customer/Beneficiary Name:
2. Vendor/customer/ Beneficiary Code:
3. Vendor/customer/ Beneficiary Address:
4. Vendor/customer/ Beneficiary e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number.
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j 9 digit MICR code:

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incompleteness or incorrectness of information given by me as above, I/We would not hold the user institution responsible.

Signature of the Beneficiary

Certified that the particulars furnished above are correct as per the record.

Bank Stamp
Dated

Signature of the Authorized Officer

Meena
मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आईएसएमजी. / Corporate Admin. & ISMG
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नई दिल्ली-110049 / New Delhi-110049

ANNEXURE-VIDECLARATION REGARDING 'CONFLICT OF INTEREST'

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

To,

(Write Name and Designation of Officer of BHEL inviting the Tender);

Dear Sir,

Sub: Declaration regarding 'Conflict of Interest'.

Ref: 1) Bid No:

CONFLICT OF INTEREST AMONG BIDDERS/AGENTS: "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

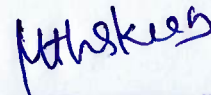
- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf and
 2. Indian/foreign agent on behalf of only one principal; or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business".

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, Date & Seal of
Authorized Signatory of the Bidder)



मीना ठाकरान / MEENA THAKRAN

वरिष्ठ प्रबंधक / Senior Manager

कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited

बी.एच.ई. हाउस, सीरी फोर्ट / BHEL House, Siri Fort

Signature/Stamp No. 110049

ANNEXURE-VII

No Deviation/Acceptance Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA: GAX:26:PR-AS:1001, dated 28-09-2026

Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm

Meena

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आईएसएमसी / Corporate Admin. & ISMG
भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

DECLARATION CERTIFICATE
(to be submitted along with Part-1 Bid)

Dear Sir/Ma'am,

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.
2. I / We do hereby declare that I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
3. We also commit to adhere BHEL Fraud Prevention Policy, BHEL Guidelines on Suspension of Business Dealings.
4. We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.
5. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.
6. We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application/offer/tender shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm

Meena
मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

ANNEXURE -IX**BIDDER'S GENERAL INFORMATION**
(To be submitted along with Part-1 Bid)

Photograph of
bidder /
authorised
signatory
holding power
of attorney

Sl. No.	Description	Details
1	Name of bidding company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	GST Registration No. (GSTIN)	
8	Udyog Aadhar Registration No. (If Avail.)	
9	Startup recognition Certificate No. (If Avail.)	
10	Corporate Identification Number (CIN) (If Avail.)	
11	Name of Bidder/ Contact Person	
12	Phone No. of Bidder / Contact Person	
13	E-mail Address of Bidder / Contact Person	
14	Name of Authorized Signatory	

Signature
With name, Designation & seal of the firm



मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
बी.एच.ई.एल. लिमिटेड / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

ANNEXURE-X

UN-PRICE BID

Item Description (with additional item, if any): _____

Item Make & Model: _____

(Don't quote price here. The bidder shall mention "Q" in respective columns wherever prices are quoted by them in price-bid format)

S. No.	Description	Qty. in Numbers	Unit Rate in Figures (Rs.) including applicable GST	Unit Rate in Words (Rs.) Including applicable GST	Applicable GST in Percentage in figures (%)	Applicable GST in percentage in Words	Amount including GST
1	2	3	4	5	6	7	8 = {(col. 4 or 5) * (col. 3)}
A	TRIPLY SAS (Steel-Aluminium-Steel) METAL COOKWARE SET - Min. 04 Piece as per specifications attached in Annexure-I (item specifications)	3310					To be calculated by BHEL
B	Grand Total Amount						To be calculated by BHEL

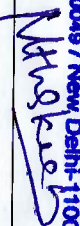
Signature

With Name, Designation & seal of the firm

Please note: Un-Price Bid is a part of techno-commercial evaluation where in buyer gets to know during techno-commercial evaluation whether the bidder has quoted the price in respective field. Hence, the bidder shall indicate "Q" wherever, the bidder quotes price.

28/09/26

Locations & Details for DeliveryANNEXURE-XI

Unit-wise Delivery Locations		
Sl. No.	Unit	Location
1	CORP. OFFICE	Delhi NCR
2	HERP, VARANASI	Varanasi
3	PS-PEM	Delhi NCR
4	PS-SR, CHENNAI	Majority at these locations: 1. Ennore SEZ, Tamilnadu 2. Kuddankulam, Tamilnadu 3. Nalgonda, Telangana - 4. PSSR Chennai - 5. Udangudi, Tamilnadu-
5	TBG	1. Chennai- 03 2. Hyderabad - 14 3. Kolkata - 24 4. Noida - 137 5. Vadodra - 19
6	INDUSTRY SECTOR	Delhi NCR
7	IO, NEW DELHI	New Delhi
8	ROD	1. New Delhi - 52 2. Mumbai - 45 3. Kolkata - 27 4. Chennai - 24
9	PS-HQ	श्रीमती मीना / MEENA THAKKURAN Senior Manager आपके समक्ष वर माँगाया है / Corporate Admin. & ISMG आपके लिए माँगाया है / Bharat Heavy Electricals Limited आपके लिए माँगाया है / BHEL House, Siri Fort आपके लिए माँगाया है / New Delhi-110049 
10	PSBG I	
11	PSBG II	
12	PS-SSBG	
13	PS-TS	
14	PS-NR	1. Noida - 158 2. Panki-52
		Qty
		565
		261
		387
		680
		197
		121
		14
		148
		70
		114
		38
		92
		50
		446

PRICE BID

Annexure-XII

Item Description (with additional item, if any): _____

Item Make & Model: _____

S. No.	Description	Qty. in Numbers	Unit Rate in Figures (Rs.) Including GST	Unit Rate in Words (Rs.) Including GST	Applicable GST in Percentage in figures (%)	Applicable GST in Percentage in Words	Amount including GST (Ref. footnote 3 below)
1	2	3	4	5	6	7	8 = {(col. 4 or 5) * (col. 3)}
A	TRIPLY SAS (Steel-Aluminium-Steel) METAL COOKWARE SET - Min. 04 Piece as per specifications attached in Annexure-I (item specifications)	3310					To be calculated by BHEL
B	Grand Total Amount						To be calculated by BHEL

Note:

- Evaluation Criteria:** The successful bidder shall be decided on the basis of lowest quote received on B-8.
- The bidder is advised to quote the price in above format only. The unit rate quoted here shall be inclusive of all possible parameters i.e. packaging, cartage, including applicable GST which is being quoted along with the price. Therefore, the bidder shall build all cost into the unit price to avoid any further repercussion.
- It is important to re-iterate that the amount for souvenir has been freed/limited to max. ₹2500/- (all-inclusive along with applicable GST). This implies that the bidder shall under no circumstances quote such unit price that results in price of more than ₹2,500 (all-inclusive along with applicable GST) for each souvenir.
- Qty Tolerance: $\pm 30\%$ shall be applicable.

मीना ठाकरान / MEENA THAKRAN

वरिष्ठ प्रबंधक / Senior Manager

भारत भारती भारती भारती / Corporate Admin. & ISM

भारत भारती भारती भारती / Bharat Heavy Electricals Limited

भारत भारती भारती भारती / BHEL House, Sir Fort

नई दिल्ली-110049 / New Delhi-110049

Signature of bidder
Name, address and contact details of the bidder