

## Bid Corrigendum

GEM/2023/B/4050823-C6

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

### Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. Buyer Added text based ATC clauses

#### **Annexure-F is attached in Buyer Added Bid Specific Document**

**Additional Terms and Conditions for the GeM bid are as per the attached Annexure-A. Bidders shall submit filled up and signed Annexure-A along with the offer.**

**Consignee address mentioned in the GeM bid document shall be ignored and the delivery location of the items covered in each schedule shall be as per clause no. 3 of Annexure - A- Additional Terms and Conditions for GeM Enquiry.**

#### **Details of Corrigendum-1:**

**Payment term (Clause 2(a) of Annexure-A) and LD term (Clause 8 of Annexure-A) modified as below. Revised Annexure-A is attached herewith.**

#### **Payment terms:**

- For Non MSME suppliers, Payment term is 100% direct EFT payment on 90th day from the date of Site Acknowledgement (Against submission of GST invoice, Packing List, GeM invoice, copy of Site Acknowledged LR).
- For MSE suppliers, Payment term is 100% direct EFT payment on 45th day from the date of Site Acknowledgement (Against submission of GST invoice, Packing List, GeM invoice, copy of Site Acknowledged LR).
- For Medium Suppliers, Payment term is 100% direct EFT payment on 60th day from the date of Site Acknowledgement (Against submission of GST invoice, Packing List, GeM invoice, copy of Site Acknowledged LR).

#### **Liquidated Damages:**

LD terms shall be as per GeM General Terms and Conditions.

Date of reckoning LD shall be Site Acknowledgement date.

**Delivery period mentioned in Clause No. 7(a) of Annexure-A shall be read as below:**

**Delivery period shall be 16 weeks from Manufacturing Clearance (including Manufacturing, Inspection, Packing, Forwarding and delivery at project site/stores).**

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

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

Annexure-F; Detailed Description and Specification reference							
Schedule	BOQ Item Number	BOQ Item title	Detailed description	Material Code	QTY	UOM	Delivery Location
I	1	Manually operated Chain Pulley Block of 2 Ton capacity and Lift 10 Meter	Manually operated chain pulley block capacity 2.0T; Lift 10.0M, as per MOU Specification no. MOU/TPBHEL/M_HOIST_Rev 02 and Annexure III to specification.	L1731T9909901001	2	NO	Sagardighi Project Site
I	2	Manual Trolley With Chain Pulley Block Of 1 Ton Capacity And Lift 6900 Millimeter	MANUNAL TROLLEY WITH CHAIN PULLEY BLOCK CAPACITY 1.0 TONS AND LIFT 6.9 M.FOR FGD AGITATOR HANDLING AS PER DRAWING NO 2-FH-990-00019 AND BHEL SPECIFICATION MOU-TPBHEL-M_HOIST-02.	L17311FH99004001	2	NO	
I	3	Manually Operated Chain Pulley Block Of 6 Ton Capacity And Lift 30 Meter	Manually operated Handling Equipment as per Specification no. MOU/TPBHEL/M_HOIST_Rev 02, Drg.0-99-502-40377 and Annexure III to specification.	L1731T9950202003	5	NO	
II	4	Manually Operated Trolley With Hoist Of 3 Ton Capacity And Lift 500 Millimeter	MANUAL OPERATED TROLLEY WITH HOIST OF CAPACITY 3.0T & LIFT 0.5 METER SHALL BE AS PER SPECIFICATION-TSR:042/REV 00, ANNEXURE- I,III TO SPECIFICATION-TSR:042/REV 00 AND ITEM 03 OF DRAWING.1-SR-990-00047.	L1731TSR99002001	2	NO	Sagardighi Project Site
III	5	Chain Pulley Block Capacity 2 Ton And Lift 10 Meter	MANUALLY OPERATED CHAIN PULLEY BLOCK CAPACITY 2.0T; LIFT 10.0M, AS PER MOU SPECIFICATION NO.MOU/TPBHEL/M_HOIST_REV02 AND ANNEXURE III TO SPECIFICATION FOR MISCELLNEOUS HANDLING OF FGD COMPONENTS	L82001FH99001001	5	NO	Korba Project Site
III	6	Manual Trolley With Chain Pulley Block Of 1 Ton Capacity And Lift 6600 Millimeter	MANUNAL TROLLEY WITH CHAIN PULLEY BLOCK CAPACITY 1.0 TONS AND LIFT 6.6 M.FOR FGD AGITATOR HANDLING AS PER DRAWING NO 2-FH-990-00017 AND BHEL SPECIFICATION MOU-TPBHEL-M_HOIST-02. MONRAIL BEAM SIZE IS WB 200X200- 12/12 FOR AGITATOR A & B.	L82001FH99004001	10	NO	
IV	7	Manually Operated Trolley With Hoist Of 3 Ton Capacity And Lift 500 Millimeter	MANUALLY OPERATED TROLLEY WITH HOIST FOR SCR CATALYST HANDLING AS PER SPECIFICATION -TSR:042/REV 00,ITEM 03 OF DRAWING 1-SR-990-00008-00, AND ANNEXURE I& III TO SPECIFICATION.	L17281SR99002001	3	NO	Panki Project Site
V	8	Manually Operated Hand Chain Hoist Of 15 Ton Capacity And Lift 6500 Millimeter	Manually operated Hand chain Hoist capacity 15T; Lift 6.5 M, with one number of Lug suitable to suspend the hoist & be welded at site; as per Specification no. MOU/TPBHEL/M_HOIST_Rev 02, Item Number 02 of Drg.0-99-300-40376 and Annexure III to specification.	L182819909901001	1	NO	Sagardighi Project Site
V	9	Manual Trolley With Chain Pulley Block Of 11 Ton Capacity And Lift 35 Meter	Manual Trolley with Chain pulley block (to function on underhung crane) capacity: 11 T; Lift: 35.0 M; for Pressure Part Coils Handling in Boiler 2nd Pass. To be suspended on Underhung crane Monorail & lift from floor El. = 42.3M. Operating Floor El. = 42.3M. This shall be as per Item-04 of Drg. 0-99-502-40377 & as per Specification MOU/TPBHEL/HOIST_Rev.06.	L1731T9950202001	2	NO	
V	10	Manually Operated Chain Pulley Block Of 11 Ton Capacity And Lift 20 Meter	Manual Chain pulley block Hoist capacity: 11 T; Lift: 20.0 M; for Pressure Part Coils Handling outside of Boiler 2nd Pass. Operating Floor El. = 42.3M. This shall be as per Item-08 of Drg. 0-99-502-40377 & as per Specification MOU/TPBHEL/HOIST_Rev.06.	L1731T9950202004	1	NO	

**Annexure-F; Detailed Description and Specification reference**

Schedule	BOQ Item Number	BOQ Item title	Detailed description	Material Code	QTY	UOM	Delivery Location
VI	11	Manually Operated Ratchet Lever with Hoist capacity 11 Ton Capacity and Lift 35 Meter	Ratchet Lever with Hoist capacity: 11 T; Lift: 35.0 M; for Pulling out Pressure Part Coils from Boiler 2nd Pass. Operating Floor El. = 42.3M. This shall be as per Item-05 of Drg. 0-99-502-40377 & as per Specification MOU/TPBHEL/HOIST_Rev.06.	L1731T9950202002	1	NO	Sagardighi Project Site
VII	12	Manually Operated Ratchet Lever with Hoist capacity 10 Ton Capacity and Lift 35 Meter	MANUALLY OPERATED RATCHET LEVER TYPE AUXILIARY HOIST FOR PRESSURE PARTS HANDLING WITH CAP 10T AND LIFT 35M; AS PER DRG NO. 0-99-502-40371/01 ITEM NO.05; SPECIFICATION MOU/TPBHEL/M_HOIST REV 00 AND ANNEXURE-III AND SECTION 5.0 TO SPECIFICATION.	L172919950202002	2	NO	Udangudi Project Site

## Annexure – A- Additional Terms and Conditions for GeM Enquiry

The terms and condition mentioned in this document are applicable in addition to the GeM General Terms and Conditions. Bidders shall furnish pointwise confirmation/details.

<b>Description of the Equipment:</b>		<b>Supply of Manual Handling Equipments</b>
<b>Projects</b>		<b>Sagardighi, Korba, Udangudi and Panki projects</b>
<b>BHEL Tender No. &amp; Date</b>		<b>GEM/2023/B/4050823 dated 07.10.2023</b>
<i>To be filled by bidder</i>		
<b>Name of the firm (Bidder)</b>		:
<b>Address</b>		:
<b>Contact details</b>		<b><u>Contact person 1</u></b> <b>Name:</b> <b>Designation:</b> <b>Office Phone:</b> <b>Mobile:</b> <b>e-mail:</b> <b><u>Contact person 2</u></b> <b>Name:</b> <b>Designation:</b> <b>Office Phone:</b> <b>Mobile:</b> <b>e-mail:</b>
<b>Offer reference with date</b>		:
Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	<b>Technical:</b> Supply of Manual Handling Equipments shall be as per the Specifications mentioned against each BOQ item in Annexure-F attached with the enquiry.  Any clarifications/deviations to the specification requirements are to be clearly indicated. Hidden deviations indicated elsewhere in the offer will not be evaluated.	
1 (b)	<b>Pre-qualification requirement:</b> Offer shall be considered only if bidder is meeting Tender Prequalification requirement (Annexure-B & C). Vendor to comply with Pre-Qualification requirement of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer will get rejected.	
1(c)	<b>Quality Plan:</b> Quality plan shall be submitted by vendor in line with the Standard Quality Plan SQP:SD:34 and technical specification after PO placement for approval by BHEL/End customer.	
1 (d)	Inspection by BHEL/ BHEL approved TPIA/ End customer.	
1 (e)	Painting shall be followed as per applicable painting scheme attached along with specification.	

1 (f)	<p><b>For Schedules-I ,II, V,VI &amp; VII:</b> Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability and vendor approval by end customer. Vendors shall submit previous supply credentials for taking up with end customer for their approval.</p> <p><b>For Schedules-III, IV:</b> Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability.</p>	
1 (g)	Evaluation of the tender will be schedule wise. GeM bid document shall be referred for items covered in each schedule.	
2 (a)	<p><b>Payment terms:</b></p> <ul style="list-style-type: none"> <li>• For Non MSME suppliers, Payment term is 100% direct EFT payment on 90th day from the date of Site Acknowledgement (Against submission of GST invoice, Packing List, GeM invoice, copy of Site Acknowledged LR).</li> <li>• For MSE suppliers, Payment term is 100% direct EFT payment on 45th day from the date of Site Acknowledgement (Against submission of GST invoice, Packing List, GeM invoice, copy of Site Acknowledged LR).</li> <li>• For Medium Suppliers, Payment term is 100% direct EFT payment on 60th day from the date of Site Acknowledgement (Against submission of GST invoice, Packing List, GeM invoice, copy of Site Acknowledged LR).</li> </ul>	
2 (b)	<p><b>Firm Price:</b> The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
3	<p><b>Delivery term:</b> The quote shall be on FOR destination basis inclusive of Packing, forwarding, Freight also to yours account. Transit Insurance is under BHEL scope. Destinations are as below: Schedule-I : FOR Sagardighi Project Site Schedule-II : FOR Sagardighi Project Site Schedule-III : FOR Korba Project Site Schedule-IV : FOR Panki Project Site Schedule-V : FOR Sagardighi Project Site Schedule-VI : FOR Sagardighi Project Site Schedule-VII :FOR Udangudi Project Site Note: Consignee address mentioned in the GeM bid document shall be ignored and the delivery location shall be as per this clause.</p>	
4	<p><b>Performance Bank Guarantee:</b> BHEL require a performance Bank Guarantee to a value of 10% of supply value covering the Guarantee/Warranty period. The PBG shall be in BHEL format (Format attached) which is to be opened in any one of the banks mentioned under List of Consortium Banks attachment. All banks charges shall be to vendor account only. Any deviation on PBG leads to rejection of offer.</p>	

5 (a)	<p><b>Warranty Period:</b> 24 months from the date of supply or 18 months from the date of actual put in use, whichever is earlier. No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.</p>	
5 (b)	<p><b>Repair &amp; replacements:</b> Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.</p>	
6 (a)	<p><b>Kindly Indicate the HSN Code for all items</b></p>	
6 (b)	<p><b>Rate quoted in GeM portal should be on FOR destination basis inclusive of all taxes, freight etc. Transit Insurance is under BHEL scope.</b></p> <p><b>Please indicate the applicable GST %, P &amp; F and freight cost (in % of material cost), which is included in your quoted rate in GeM portal.</b></p>	
7 (a)	<p><b>Delivery Period:</b> Delivery period shall be 16 weeks from Manufacturing Clearance (including Manufacturing, Inspection, Packing, Forwarding and delivery at project site/stores).</p> <p>Manufacturing clearance will be provided based on Documents approval from Customer /BHEL and site erection schedule.</p> <p>Material shall be dispatched after obtaining dispatch clearance from BHEL.</p> <p>Delivery period mentioned anywhere else in the bid document is for indicative purpose. Delivery schedule shall be as per this clause.</p>	
7 (b)	<p><b>Offer Validity:</b> 120 days minimum from GeM tender opening date (Part-I). Bidder shall accept any validity extension requests upto this period through GeM portal if requested by BHEL. The price arrived after RA(if applicable) shall be valid till 45 days from the completion RA or 120 days from GeM tender opening date (Part-I) whichever is later.</p>	
7 (c)	<p><b>Document Submission:</b> In case of PO placements, required documents have to be submitted for approval within 15 days from the date of PO &amp; reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.</p>	
8.	<p><b>Liquidated Damages:</b> LD terms shall be as per GeM General Terms and Conditions. Date of reckoning LD shall be Site Acknowledgement date.</p>	
9.	<p>Documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> <li>01. Covering letter</li> <li>02. Unpriced offer.</li> <li>03. Filled up and signed technical specification &amp; BHEL datasheets.</li> <li>04. Filled BHEL Terms and condition sheet (Annexure-A).</li> <li>05. Filled Annexure-B &amp; C - PQR along with supporting</li> </ol>	

	<p>documents.</p> <p>06. Documents required along with offer as per technical specification</p> <p>07. Catalogues.</p> <p>08. Self-Certification as per Make in India clause.</p> <p>09. MSE Certificates (if applicable).</p> <p><b>Note:</b> All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage shall be replied within three days failing which offer may be rejected as non-responsive.</p>	
10.	<p><b>Inspection and testing requirements:</b></p> <p>Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing, Technical spec &amp; QP. All test certificates are to be submitted in complete set.</p> <p>Inspection notice period:</p> <p>For TPI inspector visit to vendor works, a minimum of 3 working days' notice period is required.</p>	
11.	<p><b>O &amp; M manuals:</b> BHEL require 1 sets of printed O &amp; M manuals with 3 soft copies in CD-ROM at no cost to be sent to BHEL/ Trichy.</p>	
12.	<p>Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST.</p>	
13.	<p>Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) &amp; Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST &amp; UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal &amp; IRN.</p>	
14.	<p>All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).</p>	
15.	<p>Invoices will be processed only upon completion of statutory requirement and further subject to following:</p> <ul style="list-style-type: none"> <li>• Vendor declaring such invoice in their GSTR-1 Return/ IFF</li> <li>• Receipt of Goods or Services and Tax invoice by BHEL.</li> </ul>	
16.	<p>As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small &amp; Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal</p>	

	on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).	
17.	In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.	
18.	In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.	
19.	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.	
20.	Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.	
21.	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.	
22.	<b>MSE VENDOR:</b> <i>Udyam Registration certificate shall be submitted by MSE vendors for availing the benefits.</i>	
23.	<b>Make in India:</b> 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 be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.  The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the Location(s) at	

	which the local value addition is made.	
24.	<p><b><u>Fraud Prevention Policy</u></b>  Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>	
25.	<p><b><u>Risk purchase clause:</u></b>  a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.  b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.  c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:  i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.  ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit  iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p>	
26.	<p><b><u>GST on amount recoverable from vendor under Risk Purchase Clause:</u></b>  In accordance with Sec. 7 of CGST Act, 2017, read with clause 5(e) of Schedule II to CGST Act, 2017, amount recovered / recoverable by BHEL from vendor / contractor for non-performance of work as per contract shall be treated as "Supply of service" by BHEL and accordingly GST shall be applicable.  GST shall be applicable on amount being recovered / recoverable from such vendor / contractor. In case only the differential cost is being recovered from new vendor / contractor, GST shall be applicable on same.  As per Sec. 13, read with Sec. 31 of CGST Act, 2017, GST shall be applicable when such recovery against non-performance of work has been determined and accordingly accounted for in Books of Accounts.</p>	
27.	<p><b><u>Packing Requirements:</u></b></p>	

	<ul style="list-style-type: none"> <li>• All the despatch able units shall be packed <b>in a wooden case with waterproof material.</b></li> <li>• Packing should ensure the healthiness of the Equipment including all electrical Accessories which may be stored for longer period at Site conditions (open to atmosphere).</li> <li>• All openings (Fluid, Pneumatic &amp; Electric) shall be firmly capped.</li> <li>• Packing and struts shall be used to arrest rolling of items and to avoid transit damage.</li> <li>• Limit switches and such components shall be encapsulated properly with suitable material like Thermocol.</li> <li>• Suitable arrangement (lugs/hooks) for loading and unloading of the equipment in packed condition at site.</li> </ul>	
28.	<p>Vendors shall strictly adhere to the following.</p> <p>a. After material readiness and inspection completion (by TPI/ BHEL/ End Customer), vendor shall seek dispatch clearance from BHEL.</p> <p>b. After obtaining dispatch clearance from BHEL, vendor shall proceed to generate dispatch documents. After generating dispatch documents (Invoice, LR, E-waybill etc.) vendor shall immediately share these documents to BHEL (scan copy over email) for accounting the materials and securing insurance coverage.</p> <p>c. After accounting, BHEL would be issuing movement clearance to vendor immediately. Only after movement clearance is received from BHEL, actual/physical movement of goods out of vendor's premises shall commence.</p> <p>d. Non-adherence to the above may lead to GST authorities seizing the vehicle &amp; goods and imposing penalty &amp; interest. Any such implication would be to vendors account only.</p> <p>e. Provision of GST Act highlighted below in connection to this - Pursuant to Sec 31 of CGST Act 2017, a tax invoice has to be raised by the registered person supplying taxable goods before or at the time of removal of goods for supply to the recipient, where the supply involves movement of goods. Where a taxable person supplies any goods without issue of any invoice, the tax authorities has powers to detain the consignment and impose penalties equivalent to 200% of the tax payable as per Section 129 of CGST Act 2017.</p>	
29.	<p><b><u>Set off :</u></b> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.</p>	
30.	<p><b><u>Cartel Formation:</u></b></p> <p>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.</p>	

31.	<p><b><u>Conflict of Interest Among Bidders/Agents:</u></b></p> <p>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:</p> <ol style="list-style-type: none"> <li>a. they have controlling partner (s) in common; or</li> <li>b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li> <li>c. they have the same legal representative/agent for purposes of this bid; or</li> <li>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</li> <li>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</li> <li>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 authorise only one agent/dealer. There can be only one bid from the following: <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal;</li> </ol> <p style="text-align: center;">or</p> </li> <li>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</li> <li>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.</li> </ol>	
<b>Note</b>	<ol style="list-style-type: none"> <li>1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li> <li>2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL. Any deviation in specified commercial terms- Annexure-A, will lead to rejection of offer.</li> <li>3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</li> <li>4. The offers of the bidders who are under suspension as also the offers of the bidders,</li> </ol>	

who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL website [www.bhel.com](http://www.bhel.com).

5. **Any other Techno – Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure-A and GeM general terms and conditions only.**

**/ On Bidder's office letter pad /**

**Self-Declaration**

<b>Enquiry No.</b>	<b>GEM/2023/B/4050823</b>
<b>Enquiry Date</b>	<b>07.10.2023</b>

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018 and 04.06.2020.

I / We hereby declare that I / We are a “Local Supplier” meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

**For Company Name:**

**Seal:**

**Signature:**

**Date:**

**Place:**

(Please fill all the yellow color field)

## PART-I (No Deviation Certificate)

**Note: The following Declaration to be submitted on the bidder's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.**

===== Manual Handling Equipment for Sagardighi, Korba, Udangudi and Panki projects. =====

Enquiry No.: GEM/2023/B/4050823 dt 07.10.2023

I/We M/s. .... have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation". In case of any deviation (Technical or commercial) the same is mentioned below.

SPECIFICATION	a) SPECIFICATION: MOU/TPBHEL/M_HOIST_REV02 b) SECTION 5.0 & ANNEXURES I_-MANUAL HOIST TSR 042 c) ANNEXURE III d) QUALITY PLANS: - SQP:SD:34 e) PAINTING SCHEDULE.	
DRAWING	a) 0-99-502-40377 b) 1-SR-990-00047. c) 2-FH-990-00019 d) 2-FH-990-00017 e) 2-FH-990-00012 f) 1-SR-990-00008 g) 0-99-300-40376 h) 0-99-502-40371/01	
DOC. REFERENCE	BHEL ENQ. CALLED FOR	FIRM'S ALTERNATE OFFER
-Nil-	-Nil-	-Nil-

- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Contractor Signature with Seal)

Contractor Signature

Contractor Seal

## BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

**IFSC AND MICR CODE**

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having awarded to ( Name of the Vendor / Contractor / Supplier ) (VENDOR CODE ) with its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----)/FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----<sup>6</sup> ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We.....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....<sup>7</sup> and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>8</sup>we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. We..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>6</sup>

- b) This Guarantee shall be valid up to .....<sup>7</sup>
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date <sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/SUPPLY DETAILS

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

<b>List of Consortium Banks</b>	
<b>Sl. No.</b>	<b>Name of the bank</b>
1.	State Bank of India
2.	Canara Bank
3.	Axis Bank
4.	Bank of Baroda
5.	Central bank
6.	Citi Bank N.A.
7.	Deutsche Bank
8.	Exim Bank
9.	Federal Bank Limited
10.	HDFC Bank Limited
11.	Hongkong and Shanghai Banking Corporation Limited
12.	Indian Bank
13.	ICICI Bank Limited
14.	IDBI Bank Limited
15.	IndusInd Bank Limited
16.	Indian Overseas Bank
17.	Kotak Mahindra Bank Limited
18.	Punjab National Bank
19.	RBL Bank Ltd.
20.	Standard Chartered Bank
21.	Union Bank of India
22.	Yes Bank Limited

## **THIRD PARTY NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Place:- \_\_\_\_\_

Date:- \_\_\_\_\_

Name

Company

Signature