

Bharat Heavy Electricals Limited
(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
CAPITAL EQUIPMENT / MATERIALS MANAGEMENT

ENQUIRY NOTICE INVITING TENDER	Phone: +91 431 257 7833 Email : rgiridhar@bhel.in : vijayak@bhel.in
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TWO PART BID Tender to be submitted in two Parts Part 1 – PQC ,Technical specification, ATC, Checklist & annexures Part 2 - Price Bid (with complete breakup)	Enquiry Number: 2632500013	Enquiry Date: 13.06.2025	Due date for submission of quotation: 23.06.2025
You are requested to quote the Enquiry number date and due date in all your correspondence. This is only a request for quotation and not an order. Please note that under any circumstances both delayed offer and late offers will not be considered. Hence vendors are requested to ensure that the offer is reaching our office before 14.00 hrs on the Date of tender opening.			

Item	Description	Quantity
10	2 Wheeler, Patrolling Vehicle (E Bike) as per the Technical specification & General Terms and Conditions applicable (to be downloaded from web site www.bhel.com and https://eprocurebhel.co.in/nicgep/app	03 Nos.

Important points to be taken care during submission of offer

1. Delivery terms shall be FOR BHEL Stores, Trichy-620014.
2. PQC, Technical specification, ATC, Checklist & annexures are to be filled and enclosed along with the offer failing which, the offer will not be considered for evaluation.
3. Offers may be submitted through mail to the BHEL tender office mail id (tender_cell@bhel.in)
4. Delivery period required is 56 days from the date of Purchase Order.
5. EMD Not applicable.
6. All updates, amendments, corrigenda, etc., (if any), for each tender will be posted only on the above websites from time to time, as and when required, until each tender is opened. There will be no publication of such updates, amendments, corrigenda, etc., through newspapers or any other media.

PQC, Technical specification, ATC, Checklist & annexures can be downloaded from BHEL web site <http://www.bhel.com> and <https://eprocurebhel.co.in/nicgep/app> under Enquiry reference "2632500013".

Tenders should reach us before 14:00 hours on the due date Tenders will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present	Yours faithfully, For BHARAT HEAVY ELECTRICALS LIMITED  R. GIRIDHARAN Manager / Capital Equipment / MM BHEL, TRICHY - 620 014.
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SUPPLY OF 2 WHEELER, ELECTRIC PATROLLING VEHICLE

Qty. 3 no.

Part A – Qualifying criteria

Section -1

The BIDDER / VENDOR has to compulsorily meet the following requirements to get qualified submitting an offer for Patrolling vehicle

S No	BHEL requirement	Bidder's Offer (with technical details)
1.1	The bidder shall be a OEM/Authorised dealer to supply vehicle quoted against this tender. In case on dealer valid authorisation certificate shall be enclosed for verification.	
1.2	The OEM's Authorised service centre shall be available in the vicinity of around 50 kms from Trichy city. Details on Service-After-Sales Set-Up in South India (Address of Agents / Service Centres), to be furnished compulsorily.	
1.3	BHEL reserves the right to verify the information provided by the Vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected.	

SECTION – 2

Bidder to provide the following details:

S. No.	BHEL REQUIREMENTS	Bidder's Response
2.1	Year of launch of the model quoted against this enquiry	
2.2	The list of customers to whom the above vehicle / quoted model have been supplied in the last 5 years are to be provided)	
2.3	Whether any such vehicle has been supplied to any of the BHEL units	
2.4	Bidder shall provide contact details (phone no & email id) pertaining to this tender enquiry	
2.5	Bidder shall provide contact details (phone no & email id) including the address of his Agents / Service Centres in India	

SECTION – 3:

Bidder to note the following:

S. No.	BHEL REQUIREMENTS	Bidder's Response
3.1	The BIDDER shall assure continuous support for Spares and Service for Three Years, from the date of commissioning of the equipment at BHEL Works.	
3.2	The Commercial Offer (given with the Technical Offer) shall contain the Scope of Supply and the Un-Priced Part of the Price-Bid, for confirmation.	
3.3	The Technical Offer shall be supported by Product Catalogue and Data Sheets in original and complete	

SUPPLY OF 2 WHEELER, PATROLLING VEHICLE (E-BIKE)

Part B – Technical specification

S No	BHEL Specification			Bidder's Offer (with technical details)
1	Make	Any reputed make acceptable to BHEL.	Bidder to specify the make	
2	Model	The model quoted against the tender meeting the requirements Year : Current year	Bidder to specify	
3	Motor Type	BLDC or PMSM	Bidder to confirm	
4	Motor Power (watts)	2.5 Kw AND above	Bidder to confirm	
5	Type of Battery	Advance Chemistry Cell Battery (ACCB)	Bidder to specify	
6	Vehicle speed in laden condition	70 KM/Hr and above	Bidder to confirm	
7	Ground clearance	150 mm and above	Bidder to confirm	
8	Battery Chemistry	NMC	Bidder to specify	
9	suspension	Front & Rear suspension	Bidder to specify	
10	Battery Charging Time (Hours) 0-80%	Maximum 4 Hrs	Bidder to specify	
10a	Battery Capacity (kWh)	3.4 KW and above	Bidder to specify	
11	Driving Range with Full Charge Battery (Km)	100 kilometre and above	Bidder to confirm	
12	Type of Wheel	Alloy	Bidder to specify	
13	Brakes	Front disk and Rear drum	Bidder to specify	
14	Speedometer	Digital	Bidder to confirm	

S No	BHEL Specification			Bidder's Offer (with technical details)
15	DELETED			
16	Battery Charging Indication	required	Bidder to confirm	
17	Body colour	Preferably Black	Bidder to specify	
18	Front & Rear tyre	Tube less	Bidder to confirm	
19	Storage Space Capacity(if Yes)	Minimum 30 Litters	Bidder to confirm	
20	Water proof	IP67	Bidder to confirm	
21	Charging	fast charging	Bidder to confirm	
22	Battery type	fixed/removable	Bidder to confirm	
23	Compliance of Battery Charger	Comply with Bharat EV Charger Specification (BEVC-AC001)	Bidder to confirm	
24	Delivery	The vehicles should be delivered by the supplier to the BHEL Trichy works (inclusive of any Loading, transportation, unloading, transit insurance)	Bidder to confirm	
25	Temporary registration and transit Insurance	Temporary registration and transit insurance for the vehicle up to BHEL works shall be in supplier's scope.	Bidder to confirm	
26	Warranty	3 years from the date of supply or 36000 KM whichever is earlier.	Bidder to confirm	

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014.
GENERAL TERMS AND CONDITIONS OF THE ENQUIRY

Note: This Annexure has to be mandatorily filled & signed by the bidder and to be submitted along with Technical bid.

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation. (If otherwise mentioned).

SI No	BHEL Requirements	Supplier Comments
01	Scope of Supply: Supply of 2 Wheeler, Patrolling Vehicle (E Bike) – Qty 03 Nos, Delivery to: Manager / Stores - 12, FB, BHEL, Boiler Plant Project P.O. Tiruchirappalli - 620 014, TAMILNADU, INDIA.	
02	TENDER FINALIZATION: Tender will be finalized on BHEL TRICHY STORES basis through Bid Opening at Tender Cell Office – BHEL Trichy	
03 (a)	<u>Delivery:</u> Supply shall be completed within 56 days from the date of contract.	
03 (b)	PRICE BASIS: Price in INR should be quoted for FOR/BHEL TRICHY STORES inclusive of Packing & forwarding, Freight and insurance charges and applicable GST in Price Bid Format.	
04	TAXES & DUTIES: (GSTIN of BHEL TRICHY: 33AAACB4146P2ZL) 4.1 The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead).	

FIRM SIGN AND SEAL

However, provisions regarding **GST** on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

4.2 GST (Goods and Services Tax)

4.2.1 GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope. However prices quoted in Price Bid should be mentioned with all Duties & Taxes. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

4.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.

4.2.3 Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.

4.2.4 Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

4.2.5 Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.

4.2.6 Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.

4.2.7 Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

4.2.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -

- a) Supply of goods and/or services have been received by BHEL.
- b) Original Tax Invoice has been submitted to BHEL.
- c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
- d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
- e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.

- f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
- g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

4.2.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.

4.2.10 TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.

4.2.11 Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

4.2.12 Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

4.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.

4.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.

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

4.2.16 Variation in Taxes & Duties:

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

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

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

	<p>4.3 Income Tax:</p> <p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p> <p>4.4 Supplier HSN Code & Applicable GST % (To be filled by Supplier)</p> <p>HSN_____ GST_____%</p>	
05	<p>TRANSIT INSURANCE:</p> <p>Transit Insurance of material is in Supplier/Vendor's scope. Supplier/Vendor shall insure the material at their cost for transportation</p>	
06	<p>PAYMENT TERMS</p> <ul style="list-style-type: none"> • FOR NON MSME Bidders, 100% Supply payment will be made 90 days from GR. GR shall be done against receipt of material & acceptance by BHEL. • FOR MSE Bidders, 100% payment will be due within 45 days from the material entry at BHEL. However, bills shall be eligible for processing upon raising the GR. (GR shall be done against receipt of material & acceptance by BHEL) • FOR MEDIUM ENTERPRISES Bidders, 100% Supply payment will be made 60 days from GR. GR shall be done against receipt of material & acceptance by BHEL. <p>For LD calculation material entry date will be taken in to account for supply</p> <p>NO INTEREST PAYABLE TO CONTRACTOR:</p> <p>No Interest shall be payable on the security deposit or any other money due to the contractor.</p>	
07	<p>DOCUMENTS REQUIRED FOR BILL PROCESSING:</p> <p>The following documents are required to be sent with material dispatch/Billing Documents:</p> <ol style="list-style-type: none"> 1 Original Tax Invoice- 2 copies Sign with Seal (As per Cl. No. 4 above). (Price break up should include Item price, GST, Road Tax, Registration charge & other price elements if any) 2 Copy of LR. 3 Duplicate for Transporter Copy of the Invoice for BHEL Trichy Stores Consignment. 4 E Way Bill Part A and B (If applicable) 	
08	<p>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</p> <p>8.1 The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> 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/ 	

	<p>completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period</p> <ul style="list-style-type: none"> 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 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. <p>Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>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.</p> <p>8.2 Remedies in case of Breach of Contract.</p> <ul style="list-style-type: none"> i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor. 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: 	
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	<p>iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notices to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>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:</p> <p>a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Note:</p> <p>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:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(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.</p> <p>LD against delay in executed supply in case of Termination of Contract:</p> <p>LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.</p> <p>i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii. Let the value of executed supply till the time of termination of contract= X</p> <p>iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</p> <p>iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2 = [1 - (X/Y)] \times T1$</p>	
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	<p>v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.</p>																
09	<p>BILL TO ADDRESS:</p> <p>Additional Engineer/ MM Capital Equipment, 53 Building – Ground Floor, BHEL, Tiruchirappalli – 620014 TamilNadu Ph: 0431 257 7833</p> <p>SHIP TO ADDRESS:</p> <p>Manager / Stores - 12, FB, BHEL, Boiler Plant Project P.O. Tiruchirappalli - 620 014, TAMILNADU, INDIA. Phone: 0431 – 257 1524</p>																
10	<p>GUARANTEE/WARRANTY: 36 months from the date of item acceptance at BHEL works or 36000 KM whichever is earlier</p>																
11	<p>MICRO AND SMALL ENTERPRISES (MSE): Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table><tr><td>Type under MSE</td><td>UDYAM No</td><td>SC/ST Owned</td><td>Women Owned</td><td>Others (Excluding SC/ST/Women)</td></tr><tr><td>Micro</td><td></td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td><td></td></tr></table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>	Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)	Micro					Small					
Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)													
Micro																	
Small																	

	<p>b) b) Material entry date (Gate Entry date) will be considered for payment due date calculation (when no objections are raised by BHEL). If such objection(s) is raised within 15 days of zero date /last closure of objection and payment due date will be accordingly revised considering date on which vendor has successfully replied against objection as zero date.</p> <p>c) c) As per the public procurement policy notified by the central government, micro and small enterprises quoting within the price band of L1 +15% shall be allowed to supply a portion of the requirement up to 25% of the tender value subject to condition that such enterprises bring down their price to L1 price where L1 price is from other than a micro and small enterprise. If L1 offer is from a micro / small enterprise, this provision will not be applicable.</p>	
12	<p>LIQUIDATED DAMAGE:</p> <p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p> <p>NIT Term for LD Calculation</p> <p>Date of reckoning for LD shall be as below:</p> <ul style="list-style-type: none"> For supply to BHEL Trichy stores Despatch: - Vehicle/Gate Entry date. <p><u>ADDITIONAL CONDITIONS FOR BHEL TRICHY</u></p> <p>Document Submission after PO – All the documents (As per Technical Specification) for approval (if required) shall be submitted within 15 days from the date of PO & reply for any further clarification has to be within 4 days. Any delay beyond the above specified period will be considered during LD calculation.</p> <p>Any delay from vendor side beyond defined time period will be considered as vendor delay only and the delay period will be deducted from calculated delivery date while receiving delivery date extension request by the firm after completion of PO supply. However delivery date extension will be provided with applicable LD clause.</p>	
13	<p>Settlement of Dispute:</p> <p>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.</p>	

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

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

ARBITRATION:

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 here in 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 **Madras High Court, Arbitration Centre (MHCAC)** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution- **Madras High Court, Arbitration Centre (MHCAC)**- 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 **Madras High Court, Arbitration Centre (MHCAC)**- 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.

	<p>The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>The Arbitration proceedings shall be in English language and the seat of Arbitration shall be Trichy.</p> <p>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 Trichy.</p> <p>Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>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.</p> <p>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.</p> <p>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 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>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</p>	
14	<p>JURISDICTION</p> <p>Civil Court having original Civil Jurisdiction at Tiruchirappalli, Tamil Nadu shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p>GOVERNING LAWS</p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India.</p>	

15	<p>FORCE MAJEURE</p> <p>23.1 "Force Majeure" shall mean circumstance which is:</p> <ul style="list-style-type: none"> 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) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to: <ul style="list-style-type: none"> 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-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc. <p>23.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>23.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>23.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>23.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none"> 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. <p>23.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>	
16	<p>Non-Disclosure Agreement:</p> <p>The bidders shall enter into the Non-disclosure agreement separately. (Annexure 7 attached).</p>	
17	<p>Cartel Formation</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.	
21	Fraud Prevention Policy Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
23	Offer Validity: 60 days minimum from GeM tender opening date	
24	Conflict of interest 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	

FIRM SIGN AND SEAL

	<p>one unit should quote. Similar restrictions would apply to closely related sister companies</p> <p>Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business</p>					
25	<p>Suspension of Business Dealings with Suppliers / Contractors:</p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award /execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p>					
26	<p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Bid opening-</p> <table border="1"> <tr> <td> Official 1: Vijayakumar.M Addl.Engineer/MM/CE </td> <td> Official 2: R Giridharan Manager/MM/CE </td> </tr> <tr> <td> Contact Details: 0431-2577833 </td> <td> Contact Details: 0431-2577028 </td> </tr> </table>	Official 1: Vijayakumar.M Addl.Engineer/MM/CE	Official 2: R Giridharan Manager/MM/CE	Contact Details: 0431-2577833	Contact Details: 0431-2577028	
Official 1: Vijayakumar.M Addl.Engineer/MM/CE	Official 2: R Giridharan Manager/MM/CE					
Contact Details: 0431-2577833	Contact Details: 0431-2577028					
29	<p>Enclosure:</p> <p>Annexure-1: Check List.</p> <p>Annexure-3: No Deviation Certificate</p> <p>Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings</p> <p>Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents</p> <p>Annexure-7: Non-Disclosure Certificate</p> <p>Annexure-11: Declaration for relation in BHEL</p> <p>Annexure-13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017</p>					
<div style="text-align: right;">Signature and seal</div>						

ANNEXURE- 1**CHECK LIST**

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

A	Name and Address of the Supplier		
B	GSTN No. the Supplier (Place of Execution of Contract / Purchase Order) % of GST and HSN code for the quoted items		
C	Details of Contact person for this Tender	Name: Designation: Telephone No: Mobile No: Email ID:	
	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
1	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable	YES / NO
2	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable	YES / NO
3	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable	YES / NO
4	Copy of PAN Card & GST registration	Applicable	YES / NO
5	Submission of MSE certificate as specified in Tender	Applicable	YES / NO
6	Submission of Certificate of No Deviation as per Annexure –3	Applicable	YES / NO
7	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4	Applicable	YES / NO
8	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable	YES / NO
9	Submission of Non-Disclosure Certificate as per Annexure – 7	Applicable	YES / NO

10	Declaration for relation in BHEL as per Annexure – 11	Applicable	YES / NO
11	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13	Applicable	YES / NO

NOTE: Strike off 'YES' or 'NO', as applicable.

Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

DATE:

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

CERTIFICATE OF NO DEVIATION

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

To,

Manager/MM/CE – BHEL TRICHY 620014

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) Bid Ref:

2) All other pertinent issues till date

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

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

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

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

Yours faithfully,

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

Date:

Place:

UNDERTAKING

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

To,

Manager/MM/CE – BHEL TRICHY 620014

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Bid Ref :

I/We, _____ declare
that,

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

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

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

Manager/MM/CE – BHEL TRICHY 620014

Dear Sir,

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

Ref 1) Bid Ref:

2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

NON-DISCLOSURE CERTIFICATE

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

I/We understand that BHEL TRICHY is committed to Information Security Management System as per their Information Security Policy.

Hence,

I/We

M/s

.....

who are submitting offer for providing services to BHEL TRICHY against Bid Ref: hereby undertake to comply with the following in line with Information Security Policy of BHEL TRICHY.

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

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

Date:

DECLARATION FOR RELATION IN BHEL

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

To,

Manager/MM/CE – BHEL TRICHY 620014

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) Bid Ref:

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

Tick (☒) any one as applicable:

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

OR

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

i.

ii.

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

Note:

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

DECLARATION FOR RELATION IN BHEL

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

To,

Manager/MM/CE – BHEL TRICHY 620014

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) Bid Ref:

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

Tick (☒) any one as applicable:

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

OR

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

i.

ii.

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

Note:

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