

<b>GeM Bid No.</b>	<b>GEM/2024/B/5739007</b>
<b>PROJECT</b>	<b>PGCIL SIKAR-II</b>
<b>ITEM/PACKAGE</b>	<b>SAS-PERIPHERAL UNIT</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

<b>1.</b>	<b>Pre-Qualification Criteria:</b>		
	<p><b>1.1 Technical Pre-Qualification Requirement:</b> Technical pre-qualifying requirement shall be as per Annexure-2.</p> <p><b>1.2</b> Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities and shall submit undertaking (<b>Annexure-8</b>) to this effect.</p> <p>Note: Credentials furnished by the bidder against “PRE-QUALIFYING CRITERIA” shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines.</p>		
<b>2.</b>	<b>Scope of Supply:</b>		
	Supply of <b>SAS-PERIPHERAL UNIT</b> to <b>PGCIL SIKAR-II</b> site as per Technical Specification Nos. <b>Annexure-1</b> No permissible Technical Deviation has been envisaged. Bidders to quote strictly as per Technical Specification.		
<b>3.</b>	<b>Prices:</b>		
	The quoted prices shall be on <b>Firm basis</b> and no price escalation / price variation will be applicable. Price to be quoted as inclusive of GST, i.e., Ex-works including Packing & Forwarding Charges + F&I + GST.  <b>Note:</b> Transportation up to site and transit insurance is in the scope of bidder. Unloading of materials at BHEL site is not in bidder’s scope.		
<b>4.</b>	<b>Terms of Delivery:</b>		
	As per GeM		
<b>5.</b>	Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part-I opening:		
	<table border="1"> <tr> <td>For any <b>technical clarification</b> please contact <b>Mr. Rajat</b>, Manager (TBEM). Contact No. 0120 674 8524; <b>e-mail: rajat.kumar@bhel.in</b></td> <td>For any <b>commercial clarification</b>, please contact <b>Mr. Manish Jain</b>, Sr Manager (TBMM). Contact No. 0120 674 8484; <b>e-mail: manish.jain@bhel.in</b></td> </tr> </table>	For any <b>technical clarification</b> please contact <b>Mr. Rajat</b> , Manager (TBEM). Contact No. 0120 674 8524; <b>e-mail: rajat.kumar@bhel.in</b>	For any <b>commercial clarification</b> , please contact <b>Mr. Manish Jain</b> , Sr Manager (TBMM). Contact No. 0120 674 8484; <b>e-mail: manish.jain@bhel.in</b>
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<b>6.</b>	<b>Bid Security / Earnest Money Deposit (EMD)</b>		
	NIL		
<b>7.</b>	<b>Quantity Splitting and Awarding:</b>		
	Splitting not Applicable		
<b>8.</b>	<b>Terms of Payment:</b>		
	100% of payment within 90 days(for Non-MSME)/ 60 Days (for medium enterprises)/ 45 Days(for MSE ) from the date of receipt of complete invoice along with documents, mentioned at SN-9, in 3 sets (original + 2 copies).		

Signature of the authorized representative

Place : .....  
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<b>9.</b>	<b>Documents required along with Dispatch of Material/Billing Documents:</b>
	<p>The following documents are required to be sent to BHEL TBG Noida office for processing of bill:</p> <ol style="list-style-type: none"> <li>1. Billing Checklist</li> <li>2. GST Compliant Tax Invoice</li> <li>3. LR / GR duly endorsed by BHEL (Original)</li> <li>4. Material Receipt Certificate issued by BHEL site official</li> <li>5. Packing List (Case-wise)</li> <li>6. Transit Insurance Certificate from underwriters</li> <li>7. Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li> <li>8. Guarantee Certificate</li> <li>9. Performance Security</li> </ol> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.</li> <li>• Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network).</li> <li>• Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice.</li> </ul>
<b>10.</b>	<b>Interest Liability:</b>
	<p>In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi-judicial authority between BHEL and the Supplier / Contractor.</p>
<b>11.</b>	<b>Delivery Requirement:</b>
	<p>Delivery schedule shall be as per Activity Schedule (<b>Annexure-3</b>).</p> <p>The delivery conditions specified are for the contractual LD purpose. However, BHEL may ask for the early delivery without any compensation.</p> <p><b>Note:</b></p> <p>(i) In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).</p> <p>(ii) Delivery time mentioned in bid is for the purpose of creation of bid only, however, delivery schedule shall be as per Activity schedule (Annexure-3).</p>
<b>12.</b>	<b>Reverse Auction:</b>
	<p>Bid to RA is not applicable. Bidder to quote accordingly.</p>
<b>13.</b>	<b>Liquidated Damage for delayed Delivery:</b>

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Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.

Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer 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.

However, Liquidated Damage on delayed delivery shall be calculated input wise.

**14. Settlement of Dispute:**

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

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 14.1.

**14.1 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 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](http://www.bhel.com)).

**Note:** Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guideline 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

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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.

**14.2 Arbitration:**

**14.2.1** Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 14.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution "IIAC" (India International Arbitration Centre) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

**14.2.2** A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the 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.

**14.2.3** After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

**14.2.4** The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

**14.2.5** The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi.

**14.2.6** Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

**14.2.7** Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

**14.2.8** It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

**14.2.9** In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

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	<p><b>14.2.10</b> 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><b>14.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b> 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 &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.</p>
<b>15.</b>	<b>Legal Settlement/ Jurisdiction:</b>
	Indian Courts at New Delhi / Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.
<b>16.</b>	<b>Manufacturing Quality Plan (MQP):</b>
	Supplier to submit MQP to BHEL for approval by end customer. Inspection shall be carried out as per approved MQP.
<b>17.</b>	<b>Inspection:</b>
	Inspection shall be done by Customer/ BHEL/ TPIA as per approved MQP.
<b>18.</b>	<b>Destination/ Delivery Location:</b>
	As per GeM
<b>19.</b>	<b>Guarantee Clause:</b>
	<p>The equipment/ material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design &amp; engineering, material, workmanship &amp; manufacture and in full conformity with the Purchase Order/ Contract, Technical Specifications &amp; approved drawings/ data sheets, if any, for <b>18 months from date of supply or 30.05.27, whichever is later.</b></p> <p>The defective equipment/ material/ component shall be replaced free of cost at site. Freight &amp; Insurance during transit shall also be in the scope of the supplier/ contractor. Any expenditure for dismantling and re-erection of the replaced equipment/ material/ component shall be to supplier's/ contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect/ rejection, etc.</p>

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If the supplier/ contractor fails to replace the defective equipment/ material/ component within the time period mentioned above, the same shall be considered as breach of the contract and BHEL may proceed as per provision mentioned in this NIT without prejudice to any other rights under the contract.

Note :

i) In case of Illumination System, items viz. Lamps, Tubes, Ballast, Starters, Capacitors & Fuses will not be under Guarantee after commissioning.

ii) In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications.

iii) In case offer of agent of Foreign OEM / Foreign Principal is considered, as per Clause No. 1.12 above, Guarantee as mentioned above has to be provided by the Foreign OEM / Foreign Principal also.

**20. Performance Security:**

Performance security of **5% of contract value** shall be submitted by the vendor within 45 days from the date of award of contract and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including Guarantee obligations.

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.

**(A) Modes of deposit:**

Performance security may be furnished in the following forms:

- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL -TBG, Noida.

Bank Account details for submission of performance security through EFT mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL SADAN, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format.
- (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the vendor, a/c BHEL).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of vendor furnishing the security and duly endorsed/ hypothecated/pledged, as applicable, in favour of BHEL).
- (v) Insurance Surety Bond.

**Important Notes:**

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	<p>(i) The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including Guarantee obligations.</p> <p>(ii) Performance security shall be refunded to the vendor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>(iii) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p>(iv) The Performance Security shall not carry any interest.</p> <p>(v) Value of the Performance Security (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to <b>± 20%</b>. Beyond this variation of <b>± 20%</b>, the Supplier shall arrange to enhance or may reduce the value of the Performance Security accordingly for the total variation promptly.</p> <p><b>(B) Forfeiture of performance security:</b> The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the vendor.</p>
<b>21. Acceptance of Offer:</b>	<p>Acceptance of offer is subjected to following: i) Approval of vendor by end customer ii) Qualification of Technical PQR. iii) Techno-Commercial evaluation by BHEL.</p>
<b>22. Make in India:</b>	<p>For this procurement, the local content to categorize a supplier as 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 Dtd. 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.</p> <p>“Bidder to specify the percentage of local content as per the format of self-declaration for local content” as per <b>Annexure-12</b>.</p> <p>“This tender is not a global tender and only Class-I suppliers as defined under the DPIIT Order No. P-45021/2/2017-PP (BE-II) Dtd. 04.06.2020 and subsequent orders are eligible to bid in this tender. <b>Bids received from Class II &amp; Non-local supplier shall be rejected.</b>”</p> <p>Minimum local content to qualify as a Class-I local supplier is 50%.</p>
<b>23. Integrity pact: (Not Applicable for this Tender)</b>	<p>Bidders shall have to enter into Integrity Pact (<b>Annexure-16</b>) with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.</p>

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	<p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>Sl.</th> <th>IEM</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Shri Otem Dai, IAS (Retd.)</td> <td>iem1@bhel.in</td> </tr> <tr> <td>2</td> <td>Shri Bishwamitra Pandey, IRAS (Retd.)</td> <td>iem2@bhel.in</td> </tr> <tr> <td>3</td> <td>Shri Mukesh Mittal, IRS (retd.)</td> <td>iem3@bhel.in</td> </tr> </tbody> </table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p>Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</p> <p>Details of contact person(s):</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">(1) Name: Mr. Manish Jain</td> <td style="width: 50%;">(2) Name: Mr. Sanjay Kr Shukla</td> </tr> <tr> <td>Deptt: TBMM</td> <td>Deptt: TBMM</td> </tr> <tr> <td>Address: BHEL Noida</td> <td>Address: BHEL Noida</td> </tr> <tr> <td>Phone: 0120 674 8484</td> <td>Phone: 0120 674 8531</td> </tr> <tr> <td>Email: <a href="mailto:manish.jain@bhel.in">manish.jain@bhel.in</a></td> <td>Email: <a href="mailto:skshukla@bhel.in">skshukla@bhel.in</a></td> </tr> </table>	Sl.	IEM	Email	1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3	Shri Mukesh Mittal, IRS (retd.)	iem3@bhel.in	(1) Name: Mr. Manish Jain	(2) Name: Mr. Sanjay Kr Shukla	Deptt: TBMM	Deptt: TBMM	Address: BHEL Noida	Address: BHEL Noida	Phone: 0120 674 8484	Phone: 0120 674 8531	Email: <a href="mailto:manish.jain@bhel.in">manish.jain@bhel.in</a>	Email: <a href="mailto:skshukla@bhel.in">skshukla@bhel.in</a>
Sl.	IEM	Email																					
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(1) Name: Mr. Manish Jain	(2) Name: Mr. Sanjay Kr Shukla																						
Deptt: TBMM	Deptt: TBMM																						
Address: BHEL Noida	Address: BHEL Noida																						
Phone: 0120 674 8484	Phone: 0120 674 8531																						
Email: <a href="mailto:manish.jain@bhel.in">manish.jain@bhel.in</a>	Email: <a href="mailto:skshukla@bhel.in">skshukla@bhel.in</a>																						
<b>24.</b>	<b>Compliance to GOI order for restrictions under Rule 144 (xi) of General Financial Rules (GFRS), 2017:</b>																						
	<p><i>I.</i> Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. <i>Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.</i></p> <p><i>II.</i> "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p><i>III.</i> "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -</p>																						

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
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<b>GeM Bid No.</b>	<b>GEM/2024/B/5739007</b>
<b>PROJECT</b>	<b>PGCIL SIKAR-II</b>
<b>ITEM/PACKAGE</b>	<b>SAS-PERIPHERAL UNIT</b>
<b>SUBJECT</b>	<b>BID SPECIFIC ATC</b>

	<p>(a) An entity incorporated, established or registered in such a country; or  (b) A subsidiary of an entity incorporated, established or registered in such a country; or  (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or  (d) An entity whose beneficial owner is situated in such a country; or  (e) An Indian (or other) agent of such an entity; or  (f) A natural person who is a citizen of such a country; or  (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p><b>IV.</b>The beneficial owner for the purpose of (iii) above will be as under:  <b>1.</b> In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p><b>Explanation-</b>  a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;  b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</p> <p><b>2.</b> In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p><b>3.</b> In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p><b>4.</b> Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p><b>5.</b> In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p><b>V.</b> An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p><b>VI.</b> The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority</p>
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	<p><b>VII.</b> The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.</p> <p><b>VIII.</b> If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution</p> <p>The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects. List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<a href="https://www.mea.gov.in/">https://www.mea.gov.in/</a>).</p>
<b>25.</b>	<p><b>Compliance to order No. 25-111612018-PG, dated 02.07.2020 of Ministry of Power, GOI:</b></p> <p>Power Supply System is a sensitive and critical infrastructure that supports not only our national defence, vital emergency services including health, disaster response, critical national infrastructure including classified data &amp; communication services, defence installations and manufacturing establishments, logistics services but also the entire economy and the day-to-day life of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a strategic and critical sector.</p> <p>The vulnerabilities in the Power Supply System &amp; Network mainly arise out of the possibilities of cyber-attacks through malware / Trojans etc. embedded in imported equipment. Hence, to protect the security, integrity and reliability of the strategically important and critical Power Supply System &amp; Network in the country, the following directions are hereby issued: -</p> <ol style="list-style-type: none"> <li>1. All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.</li> <li>2. All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).</li> <li>3. Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India</li> <li>4. Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MOP).</li> </ol> <p>This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.</p>
<b>26.</b>	<p><b>Shortages / Damages</b></p> <p>Any shortages and / or damages in supplies shall be supplied / replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier. Note: There shall not be any extension in the contractual delivery time / schedule due to any shortages and / or damages in supplies.</p>
<b>27.</b>	<p><b>Fraud Prevention Policy</b></p>

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	The 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.
<b>28.</b>	<b>Prevention for Cartel Formation</b>
	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
<b>29.</b>	<b>Variation in Contract Value and Quantities:</b>
	BHEL shall have the right to variation in quantities of items within +/- 20% of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within one year from the date of original Purchase Order. The purchaser shall have the right to increase or decrease quantity and scope up to the above extent of value and seller/contractor shall be bound to accept the same at the contracted prices without any escalation.
<b>30.</b>	<b>Unpriced Bid:</b>
	Vendor to furnish unpriced bid mentioning "Quoted" against each BOQ line item and % of GST quoted in tender as per Annexure-4.
<b>31.</b>	<b>Force Majeure:</b>
	<p><b>31.1</b> "Force Majeure" shall mean circumstance which is:</p> <p>a) beyond control of either of the parties to contract,</p> <p>b) either of the parties could not reasonably have provided against the event before entering into the contract,</p> <p>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>d) is not substantially attributable to either of the parties</p> <p>And</p> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <p>(i) War, hostilities, invasion, act of foreign enemies.</p> <p>(ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</p> <p>(iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>(iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>(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.</p> <p>(vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</p>

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	<p>(vii) Epidemic, pandemic etc.</p> <p><b>31.2</b> The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party:</p> <p>(i) any strike, work-to-rule action, go-slow or similar labour difficulty</p> <p>(ii) late delivery of equipment or material (unless caused by Force Majeure event) and</p> <p>(iii) economic hardship.</p> <p><b>31.3</b> 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><b>31.4</b> 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><b>31.5</b> Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>(i) Constitute a default or breach of the Contract.</p> <p>(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> <p><b>31.6</b> 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>
<b>32.</b>	<b>Evaluation Criteria:</b>
	Evaluation shall be done on <b>total cost to BHEL basis</b> .
<b>33.</b>	<b>Schedule of Technical and Commercial Deviations:</b>
	a) Technical Deviation: No Technical Deviation is envisaged.
	b) Commercial Deviation: No Commercial Deviation is envisaged.
<b>34.</b>	<b>Breach of contract, remedies and termination:</b>
	<p><b>34.1</b> Following conditions shall be considered as breach of contract:</p> <p>a) Non-supply of material/ non-completion of work by the vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</p> <p>b) The vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</p> <p>c) The vendor delivers equipment/ material not of the contracted quality.</p> <p>d) The vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p>

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	<p>e) Withdrawal from or abandonment of the work by the vendor before completion as per contract.</p> <p>f) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>g) Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor.</p> <p>h) 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.</p> <p>i) 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.</p> <p>j) 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> <p><b>Note:</b></p> <p>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><b>34.2 Remedies for breach of contract:</b></p> <p>i) Wherein the period as stipulated in the notice issued under clause 34.1 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.</p> <p>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.</p> <p>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:</p>
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	<p>iv) In case the amount recovered is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</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><b>Note:</b></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><b><u>LD against delay in executed supply in case of Termination of Contract:</u></b></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>a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1</p> <p>b) Let the value of executed work/ supply till the time of termination of contract = X</p> <p>c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y</p> <p>d) Delay in executed work/ supply attributable to contractor/ supplier i.e. <math>T2 = [1-(X/Y)] \times T1</math></p>
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	<p>e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to supplier taking “X” as Contract Value and “T2” as delay attributable to contractor/ supplier.</p> <p>Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.</p>
<b>35.</b>	<b>Micro and Small Enterprises (MSE):</b>
	<p>Any bidder falling under MSE category shall submit Udyam Registration certificate along with their techno-commercial offer.</p> <p><b>Note:</b></p> <p>a) If the bidder does not furnish the Udyam Registration certificate for MSE category, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>b) Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p> <p>c) 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 &amp; DC, MSME) only if they submit Udyam Registration certificate along with the offer.</p> <p>d) Bidder to select purchase preference in GeM Portal to avail MSE purchase preference for this enquiry. No purchase preference shall be applicable for this enquiry if MSE purchase preference is not selected by the bidder in GeM Portal.</p>
<b>36.</b>	<b>Mode of Payment:</b>
	<p>Payment shall be made directly to the Supplier / Contractor by BHEL through NEFT / RTGS.</p> <p>TBG is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per Gol guidelines.</p>
<b>37.</b>	<b>Order of Precedence:</b>
	<p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <p><b>a.</b> Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</p> <p><b>b.</b> Buyer Added Bid Specific ATC</p> <p><b>c.</b> Technical Specification</p> <p><b>d.</b> GeM GTC</p>
<b>38.</b>	<b>NOTE:</b>
	<p><b>1.</b> 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.</p> <p><b>2.</b> BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.</p> <p><b>3.</b> Any deviation from the conditions specified in techno-commercial terms and conditions may lead to rejection of offer.</p>

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	<p><b>4.</b> Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</p> <p><b>5.</b> 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.</p> <p><b>6.</b> The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p><b>7.</b> Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.</p>
<b>39.</b>	All other terms & conditions shall be as per GTC of GeM.

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