

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	05-05-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	05-05-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम / Department Name	Department Of Heavy Industry
संगठन का नाम / Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम / Office Name	Boiler Auxiliaries Plant Ranipet
कुल मात्रा / Total Quantity	4
वस्तु श्रेणी / Item Category	EXPANSION PIECE SH. Tx285x13200
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	EXPANSION PIECE SH.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Thermostatic expansion valve, Expansion Joints (Pipe fitting), Ayres T Piece - Anesthesia Breathing Circuits (V2), Fixed Type Medium Expansion Foam Generator (PNG), Air Pre Filter, Dial Type Liquid Expansion Temperature Gauge / Thermometer, Twist Drills, Parallel Shank, Jobber Series as per IS 5101, Dial Type Gas Expansion Temperature Gauge / Thermometer, DENTAL ENDOMOTOR, Coloured Chalks, Moulded (V2) Conforming to IS 4222
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Thermostatic expansion valve
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	EXPANSION PIECE SH. Tx285x13200
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

EXPANSION PIECE SH. Tx285x13200 (2 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	G Ramesh Babu	632406,INDIRA GANDHI COMPLEX	2	120

EXPANSION PIECE SH. Tx285x13200 (2 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	G Ramesh Babu	632406,INDIRA GANDHI COMPLEX	2	120

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to

increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

6. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

At supplier works by BHEL/BHEL authorized TPI agency

Post Receipt Inspection at consignee site before acceptance of stores:
At Stores BHEL BAP Ranipet

7. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

8. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent

Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

9. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SL	Process/Event	Description/Terms & Conditions
1.0	BoM/Scope	As per tender document (Item details, quantity, Delivery terms etc) Refer Annex A
2.0	BID SECURITY/ Earnest Money Depo sit (EMD), If applicab le	Non-Interest-bearing Bid Security [also known as Earnest Money D eposit (EMD)] is to be submitted by the bidders along with their bi ds (except Micro and Small Enterprises (MSEs) or Start-ups as reco gnised by Department for Promotion of Industry and Internal Trade (DPIIT)). Applicability of the EMD and the EMD value shall be as sp ecified in the Annex A or/and Bid.
2.1	Modes of deposit of EMD and EMD validity	<p>EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT/Annex A.</p> <p>a) The EMD may be accepted only in the following forms (for EMD value less than or equal to Rupees Two Lakhs):</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tende r opening). (ii) Banker's cheque/ Pay order/ Demand draft, in favou r of BHEL (along with offer), payable at Ranipet, Tamil Nadu.</p> <p>(iii) Fixed Deposit Receipt (FDR) pledged in the name of BH EL Ranipet, issued by Scheduled Banks/ Public Financial Institution s as defined in the Companies Act (FDR should be in the name of t he Contractor, a/c BHEL marking lien in favour of BHEL). The Fixed Deposit in such cases shall be valid for a period of 45 (forty-five) d ays beyond the final bid validity period.</p> <p>(iv) Bank Guarantee from any of the Scheduled Banks. In su ch cases shall be valid for a minimum period of 45 (forty-five) days beyond the final bid validity period.</p> <p>(v) Insurance Surety Bonds.</p> <p>b) No other form of EMD remittance shall be acceptable to BHEL.</p> <p>c). The EMD shall remain valid for a period of 45 (forty-five) days b eyond the final bid validity period.</p>

2.2	Forfeiture of EMD	<p>a) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p>
		<p>b) EMD submitted by the Bidder shall be withheld in case any action on the bidder is envisaged under the provisions of extant 'Guidelines on Suspension of business dealings with suppliers/ contractors' and forfeited/ released based on the action as determined under these guidelines.</p>
2.3	Return of EMD	<p>a) Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the order. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation stage. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation.</p>
		<p>b) Note- EMD shall not carry any interest.</p>
2.4	Bank details for EMD	Refer tender documents.
3.0	PQR	Bidder fulfilling the PQR criteria shall only qualify for this bid. Tender documents-As below
3.1	PQR-Technical	<p>Shall be as per attached PQR. Bidder to provide Sealed & Signed documents and Attach relevant documentary evidence. Refer annex A.</p>
		<p>Note: Where equivalent specifications are offered, considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient</p>

SL	Process/Event	Description/Terms & Conditions
		documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.
3.2	PQR-Financial	Shall be as per attached financial PQR, if applicable. Bidder to provide Sealed & Signed documents and Attach relevant documentary evidence. Refer annex A, If applicable as per bid.

3.3	PQR-Notes (Explanatory notes for PQR), as applicable as per bid and annex A	<p>(i). 'Supplied' in PQR – 3.1 means, bidder should have delivered the material/services. Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) in the respective attachments in their offer in support of PQR. The “Contract” referred in Technical PQR may be Rate Contract/ Framework Agreement/ Purchase Order/ Work Order.</p> <p>(ii). Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover PQR – 3.2 above along with all annexures.</p> <p>(iii). In case of audited Financial Statements have not been submitted for all the three years as indicated against Financial Turnover PQR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three. (iv). If Financial Statements are not required to be audited statutorily, then instead of audited Financial Statements, Financial Statements are required to be certified by Chartered Accountant.</p> <p>(v). Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.</p> <p>(vi). Price Bids of only those bidders shall be opened who stand qualified after compliance of QR – 1.1 to 1.5</p>
4.0	Techno commercial documents	Below stated Documents to be submitted as applicable
4.1	Technical Specification	Bidder to provide Sealed & Signed documents
4.2	Quality requirement	Bidder to provide Sealed & Signed documents (Annex Q-Quality terms, CQR, QAP)
4.3	Annexure-3 & 3A	Certificate of No Deviation and list of deviation, if any Bidder to provide Sealed & Signed documents
4.4	Annexure-4	Declaration Regarding Insolvency / Liquidation / Bankruptcy - Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect. Bidder to provide Sealed & Signed documents
4.5	Annexure-7	non-Disclosure Certificate- Bidder to provide Sealed & Signed documents The bidders shall enter into the Non-disclosure agreement separately.
4.6	Annexure-8	Integrity Pact - Bidder to provide Sealed & Signed documents (If Applicable)

4.7	Annexure-9	Declaration confirming knowledge about Site Conditions, if applicable
4.8	Annexure-10	Declaration for details of related firms and their area of activities Bidder to provide Sealed & Signed documents
4.9	Annexure-11	Declaration for Relation in BHEL Bidder to provide Sealed & Signed documents
4.9	Annexure-12	Declaration regarding minimum local content (preference to make in India), Bidder to provide Sealed & Signed documents

SL	Process/Event	Description/Terms & Conditions
		For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19-07-2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the GeM Bid/NIT, the same shall be applicable even if issued after issue of this GeM Bid/NIT, but before opening of part-II bids against this GeM bid/NIT (if permitted under GeM functionality). For availing MSE and MII-Local content Class I preference, the same has to be necessarily claimed/ opted by bidder in the GeM portal and relevant documents are to be submitted in GeM portal while submitting offer. No benefits shall be applicable for this enquiry if the above required documents are not claimed/opted by bidder in GeM portal.
4.10	Annexure-13	Declaration regarding compliance to restrictions under rule 144 (xi) of GFR2017, Bidder to provide Sealed & Signed documents
4.11	Annexure-14	Supplier Bank Account Details for E-Payment Bidder to fill and submit the duly approved copy. This may be submitted after PO but before invoice submission.
4.12	Annexure-16	Proforma of Bank Guarantee for Earnest Money, if applicable.
4.13	Annexure-17	Performance Bank Guarantee (ePBG) / Performance Security. For format refer tender documents. Refer Annexure-18 Applicable list of Consortium Bank. Bidder to provide Sealed & Signed documents (If Applicable)
4.14	Annexure-18	Applicable list of Consortium Bank
4.15	UDYAM Certificate	Udyam Registration Certificate for MSME bidder - Bidder to provide the UDYAM Registration certificate, Latest copy.

4.16	Annexure 19	<p>MSE declaration - Bidder to provide Sealed & Signed documents</p> <p>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> <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>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 dated. 09/11/2016 office of AS & D C, MSME) only if they submit and claim in gem bid during quote 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.</p>
4.17	Annexure 20	<p>Declaration for Conflict of interest</p> <p>Bidder to provide Sealed & Signed documents</p>
5.0	Bid/Offer/Quote submission	All the offers shall be submitted through GeM. Any query/clarification may be raised at GeM or to purchase officer, details available at Annex A.
6.0	Acceptance to enquiry condition	By submitting an offer for this bid, the bidder expressly agrees to abide by the given additional terms and conditions, in addition to the GeM GTC and GeM bid. Submission of an offer against BHEL tender Enquiry, shall constitute the unconditional acceptance of all terms and conditions set forth in the Enquiry/bid sheet, by the bidder, including the applicable general terms and conditions, special terms and conditions, specifications, technical delivery conditions, and all other documents forming part of the tender Enquiry/ bid, unless the bidder has indicated a specific deviation. Any such deviation must

SL	Process/Event	Description/Terms & Conditions
		be clearly stated and submitted separately in the format as specified, and duly signed and sealed by the bidder.
7.0	Price Basis	Price in INR shall be quoted for FOR basis. (Refer annex A for delivery)
8.0	Quotation/ pricing	The quoted price shall be inclusive of Taxes/GST. A detailed breakdown, along with BBU/BoM, shall be provided by the bidder after RA/negotiation for the release of the order. The receipt of the quote shall be treated as an offer in agreement with all the techno-commercial terms and conditions, unless deviation exclusively mentioned & submitted along with the offer in the BHEL deviation sheet.

9.0	Bidder credentials and offer evaluation	<p>Submitted offer shall be evaluated by BHEL and/or Customer/End user. Towards customer order requirements, there shall be instances where BHEL's customer provides among others but not limited to Buying Specifications, Qualifying requirements including past experience in supply, Testimonials on use and operation by other customers, and a list of recommended / approved suppliers. Where BHEL has received any or all of the above or any such similar requirements from end customer, the same are incorporated as part of this tender documents/ customer specification. In such cases, offers that do not comply with end customer order requirements are liable to be rejected. In case a supplier takes a deviation, by quoting for equivalent specifications or products that have similar functionality and/or work in a similar manner / environment, such offers may not be considered as the same need not be acceptable to end customer. In all these, the requirements, offers along with the credential of the bidders who have submitted the offers shall be submitted to customer for review, acceptance and approval by end customers which shall prevail.</p> <p>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>
10.0	Deviation in Tender technical terms and condition	In case, bidder intends to propose any deviations from the tender requirements, such deviations shall be submitted separately in a tabulated format (refer format Annex 3A), duly sealed, signed, and to be submitted preferably on the bidder's official letterhead. In case any deviation, the same shall be marked in the "No deviation certificate format". However, BHEL prefers "nil deviation" offer.
10.1	Treatment for deviation not endorsed in the format 3A	Deviations (if any), that are not submitted in the prescribed format or are mentioned elsewhere in the offer documents shall be deemed null and void. Failure to submit deviations (if any), in accordance with this requirement shall be construed as the bidder's unconditional acceptance of all terms and conditions specified in the tender.
10.2	Treatment for deviation	BHEL reserves the right to reject any bid that contains deviations from the tender terms and conditions.
10.3	Equivalent for any requirement	Relevant documentary evidence to be submitted along with offer, for Supporting documents to substantiate equivalent material specifications / sections, where quoted for, as applicable as per the quoted offer.
11.0	Offer Rejection	As below
11.1	Unsatisfactory past performance	BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Bidder in the execution of any contract to any BHEL project / Unit.
11.2	Bidder under suspension/ ban	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

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		be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
11.3	Non-compliance	BHEL reserves the right to reject the bidder's offer in the event of non-submission of the compliance tender documents as specified in the NIT clause titled "List of Documents for Bidder Compliance & Submission."
12.0	Price negotiation	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. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS, will lead to rejection of offer.
12.1	PO terms & Condition	All the tender terms, and techno-commercial clarification including agreed deviations, if any, shall be applicable and form part of the release contract/PO.
13.0	Performance security (PS), if applicable	To ensure due performance of the order, a Performance security, hereafter referred as Performance Security is to be submitted by the successful bidder awarded the order. Performance security is to be submitted by the date specified in the order. Applicability of the performance security and performance security percentage and validity period, shall be as specified in the tender/bid. There is no exemption of Performance security deposit submission for MSE Vendors.
13.1	Modes of deposit	Successful bidder awarded the contract should deposit 10% of the contract value as performance security towards fulfilment of all contractual obligations, including warranty obligations. Performance security may be furnished in the following forms: (i) Local cheques of Scheduled Banks (subject to realisation)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL, Ranipet. (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format shall be as per the tender document. (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. Note: 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.

13.2	Timeline of submission of Performance Security	<p>Performance Security is to be furnished by a specified date generally fifteen (15) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the bidder/supplier, including warranty obligations.</p> <p>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 (RBI repo rate +4%) 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</p>
13.3	Forfeiture of Performance Security	<p>(i) The performance security will be forfeited and credited to BHEL's account in the event of a breach of performance of the order by the supplier. (ii) Performance Security will be refunded to the contractor without interest, after they duly perform and complete the order in all respects but not later</p>

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		<p>than 60 (sixty) days of completion of all such obligations including the warranty under the order.</p> <p>**The Performance Security shall not carry any interest.</p>
13.4	SFMS requirement	<p>The Bidder shall mandatorily send the Structured Financial Messaging System (SFMS) confirmation message when issuing a Bank Guarantee (BG) as PS. The issuing bank must transmit the SFMS message to the beneficiary's bank, State Bank of India, Mukundarayapuram Branch (IFSC: SBIN0007013), to authenticate the BG.</p> <p>For issuance of a new BG, the SFMS message shall be sent using e-message ID IFN 760 COV. A printed copy of the SFMS confirmation message must be attached to the hard copy of the BG/PS at the time of submission.</p>
13.5	PS/BG acceptance	To ensure authenticity of PS/ BGs, The PS/ BG shall not be accepted and kept pending for process, till the receipt of SFMS Delivery Report.
13.6	PS/BG amendment	For any amendment to an existing PS/BG, the SFMS message shall be sent using e-message ID IFN 767 COV.
13.7	PS/BG claim period	The Performance Bank Guarantee (ePBG) / Performance Security shall have a minimum claim period of three (3) months from the date of expiry. Total validity of BG shall be as per GeM bid and GTC. The BG shall be extended as per the guarantee obligations, GeM bid and GeM GTC.
13.8	Performance security Value	As per Annex A

13.9	Bank details for Performance security	Refer tender documents.
14.0	Document submission and approval, if applicable	A successful bidder shall submit all drawings, documents, data sheets, and quality plans etc. online https://bap.bhel.com/mm/ within _____ days from the date of PO acknowledgement, for review and approval by BHEL/Customer. In case any comments issued, resubmission of revised document as required, shall be submitted online after incorporating all the comments along with comment-resolution sheet, within _____ days from the date of issue of comments, for review and approval. The process continues till the final approval. Any delay beyond the specified timeline shall be attributed to the bidder. Timeline as per Annex A.
15.0	Manufacturing clearance, if applicable.	Manufacturing clearance shall be granted only after the approval of Drawings, Data sheets, and the Quality Assurance Plan (QAP)
16.0	Manufacturing commencement, if applicable.	For the mutual interest of BHEL Ranipet and the bidder, the successful bidder, upon receiving the Purchase Order (PO), shall commence manufacturing only after obtaining explicit manufacturing clearance from BHEL. If the bidder proceeds with manufacturing before obtaining explicit clearance from BHEL, any investment or expense incurred shall be entirely at the bidder's risk. The bidder shall have no claim for additional costs or damage charges from BHEL in such cases. Manufacturing shall commence only after obtaining the explicit manufacturing clearance from BHEL along with: (a) Approval of the drawings, documents, and data sheets from BHEL, and, (b) approval of the Quality Plan from BHEL Quality.
17.0	Manufacturing	Manufacturing must strictly adhere to the technical specifications in the bid, approved drawings, quality plan, and data sheet.
18.0	Pre-dispatch inspection, if applicable.	BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party as AIA (Authorised inspection agency) or by BHEL. The test results of third-party test shall be final and binding on the Supplier/Bidder. BHEL reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Bidder shall be liable to replace the materials at their own cost.

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18.1	Inspection call	The supplier shall raise an inspection call (as instructed in annex A) through mail and or on the BHEL CQIR portal (https://cqir.bhel.in/) with sufficient advance notice, preferably one week, before the required inspection date. First-time suppliers to BHEL shall register on the portal before submitting an inspection request. The registration process and relevant guidelines are available on the portal's home page under the document titled "Help File for Suppliers."

18.2	Inspection-BHEL /TPI/ Customer, as applicable as per QAP	Once the supplier raises an inspection call, the system shall handle the online allocation of the inspector. The inspection shall be conducted by BHEL/BHEL Authorized Inspection Agency (TPI – Third Party Inspection), and the end customer (for joint inspection, if applicable) before dispatch at the supplier’s premises, as per the quality terms and quality plan.
18.3	Stage inspection as per QAP, if applicable.	In case of stage inspection, or rejection, fresh inspection call shall be raised. The process continues till the final acceptance.
18.4	Inspection duration	The number of days taken by BHEL/BHEL-TPI (BHEL Authorized Third Party Inspection Agency) for inspection, including the period from the commencement of the inspection to its completion, shall be in the BHEL account. In the event that BHEL/BHEL-TPI raises any comments during the inspection, the supplier shall resubmit the revised documents within ten (10) days from the date of issue of comments. This process shall continue until final approval is obtained. Any delay beyond the specified timeline shall be attributed to the bidder.
18.5	Inspection call close	By TPI/ BHEL
18.6	Re-inspection	Inspection call to be raised again, till the material acceptance by TPI in inspection report.
18.7	Inspection documents submission	Upon completion of the successful inspection, all testing and inspection related documents shall be submitted within 10 days, to BHEL-Ranipet for review and Acceptance.
18.8	Inspection cost	Travel and other local stay costs for the inspectors sent by BHEL shall be in the BHEL account, but other inspection charges, if any, shall be in the account of the bidder only. For in-house testing, the bidder shall provide the necessary facilities at no cost.
19.0	Inspection report review and acceptance	Upon successful inspection, the supplier shall submit the CQIR, test certificates, packing list, and all applicable documents within ten (10) days from BHEL-TPI approval. In the event that BHEL raises any comments on the inspection reports, the supplier shall resubmit/ reply/ clarify with the revised documents within ten (10) days from the date of issue of comments. This process shall continue until final approval is obtained. Any delay beyond the specified timeline shall be attributed to the bidder.
20.0	Packing clearance, if applicable.	Upon review & acceptance of inspection reports, packing clearance shall be provided. The supplier shall provide photos of the sample packing, the packing list, and photos of all boxes with box numbers and other marked details. Packing list shall contain the dimensional and weight details. This shall be done after a successful inspection and before final packing for BHEL’s acceptance, approval, and clearance.
21.0	Packing methodology	Unless stated in Annex A or technical specification, shall be as per packed in a way to avoid the transit damage.

21.1	No transit damage	The supplier shall ensure proper packing and handling of materials at various transit points to avoid damage to the materials. The packing shall be strong enough and durable to withstand without limitation, the entire journey during transit including transshipment, if any, rough handling, open storage etc, without any damage, deterioration etc.
21.2	Marking	Unless stated in Annex A or technical specification, All the package shall be marked with material code, description and quantity with UoM.
21.3	Dimensional constraint, if any	Size and dimension: dimensional and weight constraints shall be taken care for remote/hilly area destination or during transit

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22.0	MDCC/ Dispatch clearance, if applicable	<p>All finished products and materials shall be dispatched to the consignee only upon receiving explicit dispatch clearance from BHEL. Dispatch clearance shall be granted by BHEL only after the supplier submits a valid or accepted final inspection report (CQIR), test certificates, packing list, and relevant technical documents for BHEL's acceptance or approval.</p> <p>The supplier is responsible for ensuring the safe storage of materials until dispatch clearance is received. In the event of force majeure or BHEL's organizational requirements, if dispatch clearance takes longer than anticipated or specified in the tender or purchase order, the resulting delay shall be attributed to the buyer. In case of Delivery at BHEL project Sites, Material Dispatch Clearance Certificate (MDCC) shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL Site.</p> <p>In case any material is dispatched without MDCC and any loss is incurred by Supplier/Bidder for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.</p>
22.1	Mode of despatch	<p>(Domestic supplies - Supplies originating within India with destinations within India)</p> <p>a) All despatches shall be by road only and shall be consigned of FOR Destination door-delivery basis.</p> <p>b) If a Supplier deviates from this condition, and despatches the goods by rail then BHEL reserves the right to not to receive such material. In the event, BHEL accepts the despatch, any penalty levied by the railways such as demurrage including applicable taxes and duties, if any will be paid by BHEL and such amount paid shall be claimed by BHEL from the Supplier.</p> <p>c) Multi-modal despatches are acceptable subject to the condition that the last-mile delivery to BHEL stores shall be by trucks or trailers only (that is by road transport).</p> <p>d) The details of such penalties incurred will be communicated to the Supplier and the same shall be deducted by BHEL Ranipet from any of the running bills. The Supplier shall instruct for accepting the reduced value on the supply bill. If there are no running bills with Ranipet, the Supplier shall forthwith transfer the sum to the authorised bank account of BHEL, Ranipet or accept for deducting the amount from the bills that may be pending with the other units of BHEL, if any.</p>

23.0	Transportation/ Delivery	<p>Delivery Destination: As specified in the Scope of supply. Refer Annex A.</p> <p>a). If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.</p> <p>b). In case BHEL increase the quantity during currency of the contract in line with quantity variation clause as per GeM bid, delivery extension on pro-rata basis shall be given for supply of these additional quantity.</p>
23.1	Unloading scope	Unless stated otherwise, unloading of materials at Destination/ Site shall be in BHEL's scope.
24.0	Delivery period	As per the GeM bid, the bidder shall consider the time required for all activities (manufacturing, inspection, packing, loading, transportation etc), from the issuance of the Purchase Order (PO) to the delivery of materials at the consignee's address, in accordance with the agreed tender delivery terms.
24.1	Delivery period commencement	As specified in this GeM bid, the delivery period will commence from the date of explicit manufacturing clearance (as applicable) issued by BHEL, NOT from the date of approval of all applicable documents submitted by the bidder

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		during PO execution. Delivery period shall commence from the date of PO, where-ever, documents approval is not applicable.
24.2	Delivery period completion	<p>The completion of the delivery period shall be determined based on the following:</p> <p>(a) For BHEL Ranipet Stores: Date of receipt & acceptance of material. (b) For BHEL Project Sites and others: The site acknowledgment date mentioned on the LR copy.</p>
24.3	Delivery address	The bidder shall ensure that the materials are delivered to the consignee address on or before the PO delivery date. Any delay will be subject to Liquidated Damages (LD) as per the relevant clause.

24.4	Early Delivery and Penalty Clause	<p>Where the contracted delivery period is in excess of 90 days, in the event that the Seller delivers the goods before the stipulated delivery date as specified in the Contract, the following provisions shall apply:</p> <ol style="list-style-type: none"> 1. The Seller shall provide a written notice of the early delivery at least 30 days in advance. 2. If the Seller intends to deliver the goods earlier than the original contractual delivery date, the Buyer shall have the right to accept or reject the early delivery. If the Buyer chooses to accept the early delivery, the following conditions shall apply: <ol style="list-style-type: none"> a. The Seller shall not be entitled to any additional compensation or consideration for early delivery. b. Unless otherwise agreed to in writing, the Buyer shall pay for the goods delivered as if the delivery was made on the day of delivery. c. If the early delivery is more than 30 days of the scheduled delivery date, the Buyer reserves the right to impose storage charges on the Seller which shall be deductible from the payment due for the supplies made. 3. If the Buyer rejects the early delivery, the Seller shall adhere to the original contractual delivery date.
24.5	Transit insurance	Transit Insurance of material is in Supplier/Bidder's scope. Supplier/Bidder shall insure the material at their cost for transportation.
24.6	Delivery Proof	Bidder shall submit the PoD (Proof of Delivery) copy after successful delivery. This required for invoice processing.
25.0	Post-Dispatch Inspection, Acceptance, rejection & returns	The consignee's right of rejection as per GTC/ATC in respect of the goods finally received at delivery location shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the buyer or consignee or its nominated external inspection agency prior to the goods' shipment. Any transit damage shall be accounted to seller.
25.1	Acceptance	1.1 The supply shall strictly as per the specifications in the tender /purchase order. Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items. 1.2 The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e-mail through the Usage Decision (UD) within 30 days from the delivery of items or delivery of the required test certificates / other documents whichever is later.
25.2	Material Rejection and Returns	<p>In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within specified days/months of communication of rejection to the supplier.</p> <p>**In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days / months of communication of the rejection, the same shall be treated as failure to execute the order and actions as per the Guidelines for Suspension of Business Dealings with Suppliers / Contractors available in the webpage:</p> <p>https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors would be taken against such supplier.</p>

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		<p>**If the supplied materials are rejected at BHEL stores, it shall be the responsibility of the supplier to collect the rejected goods from BHEL stores, at their cost and risk, within a reasonable period of 30 days from the date of intimation of the rejection.</p> <p>The loading of the rejected goods at BHEL stores onto the vehicles placed by the supplier will be done by BHEL and such loading charges incurred along with the unloading charges incurred by BHEL for the unloading of the rejected goods will be to the account of the supplier. The unloading and loading charges incurred by BHEL will be raised on the supplier and the same shall be deducted from any of the pending bills of the supplier. In case there are no pending bills, then such amount incurred will be recovered from payments due for replacement goods to be supplied by the supplier. Or alternatively, such amounts shall be recovered from the payments due to the supplier, if any, for materials supplied to other BHEL Unit(s).</p> <p>If the supplier fails to lift the materials within the stipulated period of 30 days, either the goods will be booked on a freight-to-pay basis to the supplier through any one of the contracted carriers of BHEL and the documents shall be negotiated through bank, or BHEL shall dispose-off the rejected materials on their own. The costs incurred for such disposal shall be to the account of the supplier. Where the goods are disposed-off, by BHEL, the supplier shall have no claim on whatsoever proceeds that BHEL may get out of such action.</p>
25.3	Rejected/Short shipments/ warranty/guarantee replacements	In case of any short shipment during initial supply which is subsequently despatched by the bidder or any guarantee / warranty replacements shall be despatched on 'FOR-BHEL Stores/designated destination' basis.
26.0	PO Delivery date validation	In case the Purchase Order (PO) delivery date has lapsed, the supplier shall submit a request via email or letter for PO revalidation, along with a detailed justification and delay analysis. The prescribed format for submission shall be provided separately. Suppliers may send the request for extension of delivery dates along with delay analysis in table containing columns as Events, Date of event, Days elapsed in the event and correspondences
27.0	Delivery extension	a). If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Bidder shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Bidder for completion of supply, due to backlog attributable to the Supplier/Bidder, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Bidder. b). In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of GeM bid, delivery extension on pro-rata basis shall be given for supply of these additional quantity.
28.0	Dispatch documents	<p>Following is to be submitted to delivery location:</p> <ul style="list-style-type: none"> - Sellers Tax Invoice (separate original copy for Buyer copy and the Transporter copy) along with e-way bill - Packing list, LR copy, copy of dispatch clearance/MDCC

29.0	Invoice & related document submission	<p>For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at http://suvidha.bhel.in/suvidha/ prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five lakhs, in case they were not digitally signed and uploaded on the portal.</p> <p>The material will not be accepted inside BHEL in absence of the above.</p>
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30.0	Document required for Invoice processing	Supplier upon completion of the supply, shall submit below mentioned documents in hard copy to BHEL for payment processing: (a) GST-compliant invoice: 4 copies (one in original and 3 copy); (b) Dispatch - Original LR copy, (c) Proof of delivery: Site-acknowledged LR copy (For dispatches to BHEL project sites) or LR copy (For dispatches to BHEL Ranipet stores); (d) other documents as per bid/contract
31.0	Guarantee / Warrantee Certificate	Unless stated otherwise in the technical specification of the tender document, the guarantee/warrantee certificate shall be Twelve (12) calendar months from the date of commissioning or putting into use or Eighteen (18) calendar months from the date of last dispatch, whichever is earlier.
32.0	Bill to & Ship to	Bill to: Always BHEL Ranipet (Taxation/ GST BHEL Ranipet as per BHEL PO) Ship to: As per dispatch clearance/ MDCC/ Dispatch instruction/ BHEL PO. Refer Annex A for the ship to-material delivery location
33.0	Payment terms	Unless stated in Annex A, Payment terms of tender/ contract shall be governed as below:
33.1	Only supply of goods	100% payment through NEFT within 90 days (45 days for MSE and 60 days for Medium category for MSME quote and UDYAM registration certificate submission) after receipt and acceptance of material based on delivery acknowledgement slip and guarantee certificate and BG as applicable as per bid/ contract/PO.

33.2	Supply of goods along with installation and handover	<p>E/I & C (Erection, Installation & Commissioning) with PG test, if applicable: For supply, 90% payment (with BG if applicable) through NEFT within 90 days (45 days for MSE and 60 days for Medium category for MSME quote and UDYAM registration certificate submission) after receipt and acceptance of material based on delivery acknowledgement slip and guarantee certificate for 18 months. BG (as per BHEL format/ GeM) shall be submitted as per bid and GeM GTC.</p> <p>Balance 10% of supply and 100% of Supervision (if applicable) shall be paid after installation based on site ack. In case site is not ready in 6 months from the date of receipt of materials or delivery due date of E&C whichever is later, Payment of balance 10% against supply shall be paid against proforma commercial invoice. If E&C not applicable, this portion shall be paid along with supply.</p> <p>For E&C and spares (as applicable): 100% pay upon completion of delivery.</p>
33.3	GST portion of Tax invoice	GST amount shall be reimbursed in line with compliance to Clause - Taxes & Duties, below.
34.0	Taxes and duties	<p>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)</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p>
34.1	GST	<p>a) GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p> <p>b) The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL</p>

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& its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.

c) 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.

d) 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.

e) 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.

f) 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.

g) 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.

h) 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: -

i) Supply of goods and/or services have been received by BHEL.

ii) Original Tax Invoice has been submitted to BHEL.

iii) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order. iv) 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.

v) 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.

vi) 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.

vii) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

i) 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

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		<p>submission of Tax invoice to BHEL, shall be deducted from Supplier /Vendor's bill or otherwise as deemed fit.</p> <p>j) TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.</p> <p>k) 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.</p> <p>l) 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.</p> <p>m) In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/ altered/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.</p> <p>n) 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.</p> <p>o) 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.</p>
34.2	Variation in Taxes & Duties	<p>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 if or the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>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.</p> <p>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>
34.3	Changes in Tax	<p>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>
34.4	Income Tax:	<p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p>

35.0	Payment conditions	As below
35.1	Payment zero date	a) For BHEL Ranipet Stores: Date of receipt and acceptance of material. b) For BHEL Project Sites: Date of site acknowledgment mentioned on the LR copy.

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35.2	Payment due date	45 days for MSE Manufacturer/service provider, 60 days for Medium enterprise, 90 days for non-MSME and MSE Trader. Payment due date shall not be based on the date of invoice. Hence, it is advised that bills are to be sent to BHEL/MM/Purchase - PO issuing officer immediately (after dispatch) with complete required documents for processing bills. Seniority of payment shall be based on the date of clearing of bills by BHEL after scrutinising documents like Invoice, L R (original), BG, packing list, Guarantee Certificate, etc as called for in the BHEL Purchase Order and other documents as per law of land.
35.3	No Interest Payable to Contractor	No interest shall be payable on the security deposit or any other money due to the Contractor. Notwithstanding anything to the contrary contained in any other document comprising in the Purchase Order, no interest shall be payable by BHEL to the vendor on any monies or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount with held and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to vendor whether under the purchase order or otherwise.
35.4	Statutory Deductions and recovery	As per applicable GST-TDS, IT-TDS etc. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Gol from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.
36.0	Billing and Payment through discounting platform (TreDs, RxIL, M1 exchange, KreDx, InvoiceMart etc)	Invoices submitted through discounting platform are accepted as per the provisions, subject to a minimum of fifteen (15) days for the instrument to become due. Currently, such mode is permitted only for MSME bidders. Only GST-compliant tax invoices shall be processed through such platform. Other invoices, such as supplementary invoices, proforma invoices, and commercial invoices related to LD, BG, etc., will not be processed through discounting platform and shall be processed through the normal/NEFT/RTGS mode only. Incomplete documents or data mismatches will result in the rejection of the instruments. For invoice processing through discounting platform, the details of the instruments generated against the invoices shall be sent along with the invoices.

37.0	Liquidated damage/ Deductions for Delay in Delivery	<p>a. Liquidated Damages, wherever referred under this ender/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>b. 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>c. 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>Date of reckoning LD shall be site acknowledgement date for direct to site dispatches and vehicle/ gate entry date for BHEL stores dispatches.</p>
38.0	Deviation (If Any, after Ordering)	Deviation in any terms of agreed PO/tender terms, shall be treated of breach of contract. In such case, BHEL shall proceed as per standard BHEL policy and procedure as per GeM Policy (GeM incident management policy).
39.0	Breach of contract, Remedies, & Termination	As below

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39.1	Breach of contract	<p>In the event that the Supplier fails to execute its obligations under this Contract—whether by non-performance or by partial performance—such failure shall constitute a breach of this Contract. In addition to the GeM GTC, the following shall amount to breach of contract:</p> <p>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.</p> <p>II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</p> <p>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</p> <p>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p> <p>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</p> <p>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.</p> <p>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</p> <p>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.</p> <p>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.</p> <p>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> <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>
39.2	Notice and Opportunity to Cure	<p>a. The Buyer shall notify the Supplier in writing of the specific default and allow a cure period of not exceeding 90 days from the date of the scheduled delivery appearing in the contract.</p> <p>b. If the Supplier fails to remedy the breach within the prescribed cure period, the Buyer may, at its sole discretion, declare the Supplier in default.</p>
39.3	Remedies	<p>a. In case of breach of order, wherever the value of security instruments like Earnest Money Deposit (EMD), performance bank guarantee available with BHEL against the said order is at least 100% of the order value, the same shall be encashed by BHEL.</p> <p>b. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract</p>

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		<p>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> <p>i. from dues available in the form of Bills, retention amount etc payable to defaulted supplier against the same contract. ii. from the dues, retention amount, securities etc payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p> <p>c. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>d. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following actions shall be taken for recovery of the balance amount:</p> <p>i) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. ii) 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>e. 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>f. It is an agreed term of contract that this amount shall be a genuine preestimate 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>g. 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>

39.4	Termination	1. Wherein the period as stipulated in the notice issued under breach of contract, 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.
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		<p>2. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the Contract. The cancellation / termination of the order would not be a pre-condition for cashing the security instruments. BHEL reserves the right to initiate the process of encashing the security instruments by issue of a simple notice of intention duly sent by any electronic means and / or by a letter.</p> <p>3. 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>
39.4	LD against delay in executed supply in case of Termination of Contract	<p>LD against delay in executed supply shall be calculated in line with LD clause, 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 ii. Let the value of executed supply till the time of termination of contract= X 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 iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2 = [1 - (X/Y)] \times T1$ v. LD shall be calculated in line with LD clause 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>

40.0	Integrity Pact (IP)	<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.</p> <p>b. In case of any complaint arising out of the tendering process, the matter may be referred to any of the below e-mail Ids. : iem1@bhel.in; iem2@bhel.in; iem3@bhel.in As on date, the positions of Independent External Monitors (IEMs) are vacant in the Company. As and when the IEMs join based on due approval of the Competent Authority, any complaint(s) received will be shared with the IEMs.</p> <p>c. 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>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</p>
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		<p>shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as given above.</p> <p>Details of contact person as per Annex A.</p>
41.0	Consequential Loss	<p>"Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract."</p>

42.0	Order of Precedence	<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>(a). The terms and conditions specified in the Purchase Order sheet(s) and its annexures supersede all earlier correspondence; including all the terms and conditions offered by the vendor in the bid document(s). Where Amendment sheet(s) / Addendum sheet(s) are issued by BHEL, the conditions given therein shall take precedence over the terms and conditions given in the order sheet(s). The order shall also be governed by the terms and conditions listed in the General Conditions of the Contract (GCC) and Special Conditions of Contract (SCC) / Commercial Terms and Conditions attached with the Enquiry document. In case of any conflict between the conditions given in the order(s), and the GCC and the SCC, the conditions given in the order shall prevail. (b). If any specific reference(s) are made in the purchase order sheet(s) to the earlier correspondence the same shall hold and if there is a discrepancy between the terms and conditions given in the order sheet and the previous correspondence then the terms and conditions given in the order sheet shall prevail.</p> <p>(c). Buyer Added Bid Specific ATC</p> <p>(d). GeM Bid / Technical Conditions of Contract (TCC) / GeM GTC.</p> <p>(e). In case of any doubts, Sellers are advised to take up the same with BHEL, in writing, and get the order sheet(s) amended, where so required.</p> <p>(f). In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LoI/LoA followed by Minutes of Meeting (MoM), NIT, SCC, and the GCC.</p> <p>(g). In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorised to provide such clarifications is the tender issuing officer. Alterations of the conditions of the tender can be done only by the authorised officer, at any time before the date and time of tender opening and would be duly communicated through a corrigendum.</p>
43.0	Compliance to Restrictions under Rule 144 (xi) of GFR 2017	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -</p> <p>a. An entity incorporated established or registered in such a country ; or</p>

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- 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.

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

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.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Note:

(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.

(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

44.0	Confidentiality Notice	All documents such as specifications, terms and conditions and all correspondence sent to a Seller by BHEL on a tender / order are to be treated as the confidential document of BHEL. All such tender / order-related documents issued by BHEL are to be treated with the same level of confidentiality that the receiver would bestow on their confidential documents. It is to be understood that downloading the documents from the web constitutes the acceptance of this confidentiality clause of BHEL. This provision does not apply to documents freely and is already in the public domain.
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		In their own interest, if any Seller finds or becomes aware of any internal communication of BHEL, in the public domain, it shall be the responsibility of such Seller to bring it to the notice of BHEL for clarification /immediate and appropriate action by BHEL. Any action or attempts taken by a Seller in leveraging such information shall be deemed as an unethical act and shall attract such extant provisions of BHEL's procurement policies.
45.0	Set-Off clause	a) In the event any quantities are pending to be supplied against any purchase order by a seller, subject to the terms and conditions of the order, BHEL reserves the right to account the quantities of the same item supplied in a later order, by the Seller, against the unfulfilled previous order. In such cases of default in the complete execution of an order, BHEL, shall stand authorised at any time, and from time to time, without any prior notice to the Seller, to set off and apply any and all supplies made against the current order to the account of the previously issued purchase order of the same item. b) If there is any money due to BHEL, Ranipet from the supplier, in the event the supplier fails to transfer such amounts due, BHEL reserves the right to set off the amount due from subsequent supply orders or recover the same from the running bills or payments due to the supplier for supplies made by them against order(s) issued by the other Divisions of BHEL.

46.0	Price Adjustment and Discrepancy Clause	<p>In the event that any commercially available off-the-shelf (COTS) item delivered under this Purchase Order displays a Manufacturer's Maximum Retail Price (MRP) on its packaging or labelling that is lower than the unit price specified herein, the Purchaser's payment obligation shall be strictly limited to the MRP.</p> <p>Should such a discrepancy be identified, BHEL reserves the right to reject the supplied quantities without recourse against the Supplier. In such instances, the Supplier shall have the following options:</p> <p>a) Collect the goods within thirty (30) days of receiving written notification from BHEL regarding the discrepancy, failing which BHEL may dispose of the supplied materials at the Supplier's cost and risk; or</p> <p>b) Amend the invoice to reflect the MRP or issue a credit note in favour of BHEL for the difference between the invoiced price and the MRP, including any applicable duties & taxes like GST.</p> <p>If the product is accepted, both the acceptance of the product and the corresponding payment for the accepted quantity shall be based solely on the MRP, along with the duties and taxes applicable on the MRP.</p> <p>The Supplier shall bear sole responsibility for any discrepancy between the order price and the MRP, and no payment in excess of the MRP shall be made. Furthermore, the Supplier agrees to refund or adjust any amount already paid by BHEL that exceeds the MRP upon discovery of such discrepancy. The setoff clause contained in the Terms & Conditions shall apply in these cases. This clause shall survive the acceptance of the goods and shall be deemed an integral part of the Purchase Order.</p> <p>Furthermore, the Supplier having engaged in the unethical and illegal act constituting a contravention of the Legal Metrology Act, BHEL reserves the right, at its sole discretion, to cancel this Purchase Order and recover all associated ordering costs from the Supplier.</p> <p>In addition, BHEL may, without further notice or liability, suspend or terminate all future business dealings with the Supplier, as per BHEL's policy on suspension of business dealings with vendors.</p> <p>This clause is in addition to any other rights or remedies available to BHEL under applicable law or the terms of this Enquiry / Purchase Order.</p>
47.0	Jurisdiction	<p>The Purchase Order shall be governed by and be construed as per provisions of the laws of India and amendments thereon, if any. Subject to Clause herein below regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located i.e.</p>

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		<p>Ranipet, which shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.</p> <p>GOVERNING LAWS: The contract shall be governed by the Law for the time being in force in the Republic of India.</p>

48.0	Force Majeure	<p>Following are in addition to GeM GTC</p> <p>"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) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: <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>The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party:</p> <ul style="list-style-type: none"> 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.
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48.1	Force Majeure treatment	<p>a. 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. 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>c. 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>d. 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>
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49.0	Disputes	<p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the order/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>Note: a) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</p> <p>b) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</p>

49.1	Resolution/ Settlement of Disputes	<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> <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.</p>
49.2	Conciliation	<p>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).</p> <p>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.</p>
50.0	Arbitration	<p>a. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the</p> <p>Contract; or, the respective rights and liabilities of the Parties; or, in relation</p>

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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.

b. 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.

c. 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.

d. The fee and expenses shall be borne by the parties as per the Arbitral

Institutional
rules.

e. The Arbitration proceedings shall be in English language and the seat of Arbitration shall be Ranipet.

f. 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 Ranipet.

g. 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. Resolution of Disputes 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 BHEL and the Contractor.

h. 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.

i. 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

j. In case, multiple arbitrations are invoked (whether sub-judices 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

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		<p>contract for the purpose of evaluating 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>Note: 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>
51.0	Fraud Prevention Policy	The Bidder along with its associate/ collaborators/ sub-contractors/ subvenders/ 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.
52.0	Grievance Redressal Mechanism	<p>To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:</p> <ol style="list-style-type: none"> 1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract. 2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.
53.0	Cartel Formation	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
54.0	Suspension of Business Dealings with Suppliers / Contractors	This shall be dealt as per GeM Incident Management Policy.
55.0	Queries:	<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 Part I opening.</p> <p>Accordingly, Bidder may raise the query or representation through GeM Website: https://gem.gov.in or GeM Email: helpdesk-gem@gov.in. Bidder may email the query to BHEL, details refer annex A</p>

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---