बिड संख्या/Bid Number: GEM/2026/B/8227112
दिनांक /Dated: 02-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-11-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2026 12:00:00
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	10120029-herp, Varanasi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :kamleshkumar@bhel.in Buyer Email id: dvk@bhel.in
कुल मात्रा/Total Quantity	50
वस्तु श्रेणी /Item Category	WIRE ROPE SLINGS AS PER IS: 5245 PART II SIZE: 8MM X 5 METER, CONSTRUCTION: 6X37 (18/12/6/1) , TENSI
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	WIRE ROPE SLINGS AS PER IS : 5245 PART II SIZE: 8MM X 5 METER, CONSTRUCTION: 6X37 (18/12/6/1), TENSILE STRENGTH 1760 N / SQ. MM RIGHT HAND ORDINARY LAY WITH FIBRE MAIN CORE WITH LOOP AT BOTH END OF SIZE 500X250. BHEL SPEC:AA7248301
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Wire rope slings and sling legs (V3) conforming to IS 2762
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	Experience Criteria,Past Performance,OEM Authorization Certificate,Additional Doc 1 (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 दस्तावेज़ों 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	2
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
विगत प्रदर्शन /Past Performance	10 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Single Packet Bid
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	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its

subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate.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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the 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.
5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

WIRE ROPE SLINGS AS PER IS: 5245 PART II SIZE: 8MM X 5 METER, CONSTRUCTION: 6X37 (18/12/6/1) , TENSI (50 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ashok Kumar Kushwaha	221003,BHEL HERP, Tarna, Shivpur	50	60

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 (Increased quantity ÷ Original quantity) × 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. **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):

   NOT APPLICABLE

   Post Receipt Inspection at consignee site before acceptance of stores:
   Q&BE DEPTT BHEL HERP VARANASI

5. **Scope of Supply**

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

6. **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.

7. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Enquiry For Material :-

Sl No	Material Description	Material Code	Quantity	Unit
1	WIRE ROPE SLINGS AS PER IS : 5245 PART II SIZE: 8MM X 5 METER, CONSTRUCTION: 6X37 (18/12/6/1), TENSILE STRENGTH 1760 N / SQ. MM RIGHT HAND ORDINARY LAY WITH FIBRE MAIN CORE WITH LOOP AT BOTH END OF SIZE 500X250. BHEL SPEC:AA7248301	AA7248301020	50.0	NOS

Remarks

GENERAL TERMS AND CONDITIONS:
1.MATERIAL TO BE SUPPLIED AT BHEL HERP VARANASI STORES.
2.PACKING INSTRUCTION: ITEM TO BE SUPPLIED IN PROPERLY PACKED CONDITION.
3.INSPECTION WILL BE CARRIED OUT AT BHEL HERP VARANASI.
4.ITEM MUST BE DELIVERED WITHIN 60 DAYS OF PO HOWEVER EARLY DELIVERY IS ALSO ACCEPTABLE.
5.ESTIMATE IS BASED ON THE QUOTE SUBMITTED BY THE L-1 BIDDER AGAINST ENQUIRY DONE FOR INDENT NO. 0468260050.
6.ITEM SHOULD BE AS PER TECHNICAL DESCRIPTION MENTIONED AGAINST MATERIAL CODE AS ATTECHED.
7.WIRE ROPE SLING SHOULD BE AS PER IS: 5245 PART II, CONSTRUCTION 6X37 (18/12/6/1), TENSILE STRENGTH 1760 N / SQ. MM RIGHT HAND ORDINARY LAY WITH FIBRE MAIN CORE WITH LOOP AT BOTH END OF SIZE 500X250. AND MUST BE AS PER BHEL STANDARD- AA7248301 AS ATTACHED.
8.ITEMS SHOULD BE OF GOOD QUALITY AND FREE FROM ANY MANUFACTURING DEFECT.
9.WIRE ROPE SLING LOAD TEST CERTIFICATE IS REQUIRED.
10.ITEMS CATEGORY IS AVAILABLE ON GEM BUT ITEM IS NOT AVAILABLE AS ATTACHED.
11.GUARANTEE CERTIFICATE: ITEMS ARE GUARANTEED AGAINST MANUFACTURING AND WORKMANSHIP DEFECTS FOR A PERIOD OF 18 MONTHS FROM THE DATE OF SUPPLY OR 12 MONTHS FROM THE DATE OF USE WHICHEVER IS EARLIER. ANY DEFECT FOUND DURING GUARANTEE PERIOD THE MATERIAL WILL BE REPLACED AT FREE OF COST.
12.PARTY HAS TO SUBMIT SEALED & SINGED COPY OF PQC (ANNEXTURE-A) ALONG WITH QUOTATION.

SPECIAL REMARKS:

(I) SEPARATE OFFER SUBMITTED BY ANY VENDOR ON GEM STANDS NULL AND VOID AS DELIVERY TERMS, PAYMENT TERMS etc. CANNOT BE NEGOTIATED ON GEM.

(II) VENDORS SHALL QUOTE THEIR RATES INCLUSIVE OF GST. ANY DEVIATION IN QUOTED RATE AFTER PRICE BID OPENING SHALL NOT BE ENTERTAINED BY BHEL.

(III) THE CURRENT ENQUIRED QUANTITY IS TENTATIVE AND IT MAY DIFFER AT THE TIME OF PO PL

ACEMENT DEPENDING UPON THE ACTUAL REQUIREMENTS.

(IV) BY SUBMITTING THEIR QUOTATION AGAINST THIS BID IT IS DEEMED THAT VENDORS AGREE T O EACH AND EVERY TERMS & CONDITIONS MENTIONED IN THE BID.

(V) THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED OR HOLD LIST AND ALSO THE OFFE R OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. T HE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE www.bhel.com.

(VI) LIQUIDATED DAMAGES/LATE DELIVERY (LD) PENALTY CLAUSE: SUBJECT TO FORCE MAJEURE C ONDITIONS, FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK OR PART THEREOF SUBJE CT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE EXCLUDING TAXE S & DUTIES. NO GRACE PERIOD SHALL BE GIVEN.

(VII) PAYMENT TERMS:

1.FOR MSES VENDORS: 100% AGAINST SRV WITHIN 45 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI S TORES AS PER PO.

2.FOR MEDIUM ENTERPRISES VENDORS: 100% AGAINST SRV WITHIN 60 DAYS THROUGH EFT (ELE CTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL H ERP VARANASI STORES AS PER PO.

3.FOR NON- MSME: 100% AGAINST SRV WITHIN 90 DAYS THROUGH EFT (ELECTRONIC FUND TRA NSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO.

4.BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: -

PART-1: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID A S PER P.O. PAYMENT TERMS.

PART-2: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CO NDITIONS:

(A) PAYMENT OF GST AMOUNT INTO GOVT. ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL.

(B) FILING OF GST RETURN

(C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC IN GSTR-2B ON GSTN P ORTAL.

NOTE:

(1) PAYMENT WILL BE MADE AFTER ACCEPTANCE OF THE MATERIAL AND CLEARANCE OF 'OBJECTI ON IN THE BILL PROCESSING' (IF THERE IS 'OBJECTION IN THE BILL PROCESSING' AND SAME HAS BEEN RAISED AND COMMUNICATED TO SUPPLIER WITHIN 15 DAYS OF THE MATERIAL RECEIPT AT BHEL-HERP).

IN CASE IF OBJECTION IS RAISED AND COMMUNICATION IS MADE AFTER 15 DAYS OF THE MATERI AL RECEIPT, NUMBER OF DAYS AS MENTIONED AGAINST ABOVE POINT NO. I, II AND III WILL BE AP PLICABLE SUBJECT TO ACCEPTANCE OF THE MATERIAL.

(2) NO. OF DAYS MENTIONED AGAINST ABOVE POINT NO. I, II AND III IS SUBJECT TO CLEARANCE

OF 'OBJECTION IN THE BILL PROCESSING' (IF ANY). IN CASE IF THERE IS 'OBJECTION IN THE BILL P ROCESSING', DUE DATE WILL BE CALCULATED FROM THE DATE OF CLEARANCE OF THE OBJECTIO N AND NO INTEREST WILL BE PAYABLE ON THE LATE PAYMENT OF THE INVOICE. FEW ILLUSTRATI VE REASONS OF 'OBJECTION IN THE BILL PROCESSING' ARE MENTIONED BELOW.

ILLUSTRATIVE REASONS OF OBJECTIONS: ORIGINAL INVOICE, E-WAY BILL, LR/GR COPY NOT SUBM ITTED, INVOICE NOT UPLOADED ON THE SUVIDHA PORTAL, INVOICE NOT UPLOADED ON GEM POR TAL, ALL REQUIRED QC DOCUMENTS NOT SUBMITTED, INCOMPLETE SUPPLY, CREDIT NOTE NOT S UBMITTED ETC.

(3) ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE.

(4) IF ANY SUPPLIER FALLS UNDER 'NON MSE' OR 'NON MEDIUM' CATEGORY AT THE TIME OF PO P LACEMENT AND IF PARTY DOES NOT INFORM BHEL REGARDING CHANGE IN THEIR STATUS BEFOR E PROCESSING OF THE PAYMENT, THEIR PAYMENT TERM WILL BE CONSIDERED AS NON MSME SU PPLIER WITHOUT ANY FURTHER INTIMATION. IF SUCH SUPPLIER INFORM BHEL OR BHEL GETS UPD ATED ON THEIR OWN ABOUT PARTY'S STATUS CHANGE (WHEN PARTY BECOMES MSME FROM NO N-MSME) BEFORE PROCESSING OF THE PAYMENT, PARTY'S PAYMENT TERM WILL BE CHANGED AS PER APPLICABLE STATUS. ACCORDINGLY, PURCHASING OFFICER WILL CHANGE PAYMENT TERMS I N THE APPLICABLE PO/S ALSO.

(VIII) REJECTION/REPLACEMENT: THE SUPPLIER SHALL ARRANGE REPLACEMENT / REPAIR UNDER I TS OBLIGATION UNDER THE CONTRACT. THE SUPPLIER SHALL BE GIVEN GROUND RENT FREE PER IOD OF 90 DAYS FROM THE DATE OF REJECTION TO LIFT REJECTED MATERIAL. BEYOND 90 DAYS, A GROUND RENT OF 0.25 PERCENT OF VALUE OF REJECTED MATERIAL PER WEEK WILL BE LEVIED FOR A MAXIMUM PERIOD OF 4 WEEKS. BEYOND THIS PERIOD SUPPLIER FORFEITS THEIR RIGHT TO THE MATERIALS.

(IX) MATERIALS UNDER THIS ENQUIRY ARE NOT FOR COMMERCIAL RESALE.

(X) FOR SUPPLY ORDERS PLACED ON INDIAN SUPPLIERS: IRRESPECTIVE OF THE VALUE OF THE IN VOICE AMOUNT, THE BIDDER / VENDOR SHOULD NECESSARILY UPLOAD THE DESPATCH & INVOIC E DETAILS ON BHEL SUVIDHA PORTAL AT HTTPS://SUVIDHA.BHEL.IN/SUVIDHA/, PRIOR TO DESPAT CH. ALL DOCUMENTS AS PER PO CHECKLIST, ALONG WITH ADDITIONAL DOCUMENTS (IF ANY), MU ST 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 SIGNA TURE CERTIFICATE (DSC) ISSUED BY A LICENSED CERTIFYING AUTHORITY. SUBMISSION OF INVOI CE DOCUMENT IN HARD COPY IS ALLOWED FOR INVOICES WITH A NET AMOUNT (INCLUDING TAX ES) EQUAL TO AND UP TO RS FIVE LAKHS, IN CASE THEY WERE NOT DIGITALLY SIGNED AND UPLO ADED ON THE PORTAL. THE MATERIAL WILL NOT BE ACCEPTED INSIDE BHEL IN ABSENCE OF THE ABOVE.SUPPLIERS/CONTRACTORS ARE REQUESTED TO FOLLOW THE BELOW ESCALATION PROCE SS FOR GRIEVANCE RESOLUTION:

(XI) JURISDICTION: THIS CONTRACT SHALL BE GOVERNED BY THE LAW FOR THE TIME BEING IN F ORCE IN THE REPUBLIC OF INDIA. THE CIVIL COURT HAVING ORIGINAL CIVIL JURISDICTION AT VA RANASI-UP, SHALL ALONE HAVE EXCLUSIVE JURISDICTION IN REGARD TO ALL MATTERS IN RESPE CT OF THE CONTRACT.

(XII) TREATMENT OF CASES REGARDING CONFLICT OF INTEREST: THE BIDDER NOTES THAT A CO NFLICT OF INTEREST WOULD SAID TO HAVE OCCURRED IN THE TENDER PROCESS AND EXECUTIO N OF THE RESULTANT CONTRACT, IN CASE OF ANY OF THE FOLLOWING SITUATIONS:

1. IF ITS PERSONNEL HAVE A CLOSE PERSONAL, FINANCIAL, OR BUSINESS RELATIONSHIP WITH A NY PERSONNEL OF BHEL WHO ARE DIRECTLY OR INDIRECTLY RELATED TO THE PROCUREMENT O

R EXECUTION PROCESS OF THE CONTRACT, WHICH CAN AFFECT THE DECISION OF BHEL DIRECTL Y OR INDIRECTLY.

2. THE BIDDER (OR HIS ALLIED FIRM) PROVIDED SERVICES FOR THE NEED ASSESSMENT/ PROCUR EMENT PLANNING OF THE TENDER PROCESS IN WHICH IT IS PARTICIPATING.

3. PROCUREMENT OF GOODS DIRECTLY FROM THE MANUFACTURERS/ SUPPLIERS SHALL BE PREF ERRED. HOWEVER, IF THE OEM/ PRINCIPAL INSISTS ON ENGAGING THE SERVICES OF AN AGENT, S UCH AGENT SHALL NOT BE ALLOWED TO REPRESENT MORE THAN ONE MANUFACTURER/ SUPPLIE R IN THE SAME TENDER. MOREOVER, EITHER THE AGENT COULD BID ON BEHALF OF THE MANUF ACTURER/ SUPPLIER OR THE MANUFACTURER/ SUPPLIER COULD BID DIRECTLY BUT NOT BOTH. IN CASE BIDS ARE RECEIVED FROM BOTH THE MANUFACTURER/ SUPPLIER AND THE AGENT, BID REC EIVED FROM THE AGENT SHALL BE IGNORED. HOWEVER, THIS SHALL NOT DEBAR MORE THAN ON E AUTHORISED DISTRIBUTOR (WITH/ OR WITHOUT THE OEM) FROM QUOTING EQUIPMENT MANUF ACTURED BY AN ORIGINAL EQUIPMENT MANUFACTURER (OEM) IN PROCUREMENTS UNDER A PRO PRIETARY ARTICLE CERTIFICATE.

4. A BIDDER PARTICIPATES IN MORE THAN ONE BID IN THIS TENDER PROCESS. PARTICIPATION IN ANY CAPACITY BY A BIDDER (INCLUDING THE PARTICIPATION OF A BIDDER AS A PARTNER/ JV ME MBER OR SUB-CONTRACTOR IN ANOTHER BID OR VICE-VERSA) IN MORE THAN ONE BID SHALL RE SULT IN THE DISQUALIFICATION OF ALL BIDS IN WHICH HE IS A PARTY. HOWEVER, THIS DOES NO T LIMIT THE PARTICIPATION OF AN ENTITY AS A SUB-CONTRACTOR IN MORE THAN ONE BID IF HE I S NOT BIDDING INDEPENDENTLY IN HIS OWN NAME OR AS A MEMBER OF A JV. THE BIDDER DECL ARES THAT THEY HAVE READ AND UNDERSTOOD THE ABOVE ASPECTS, AND THE BIDDER CONFIR MS THAT SUCH CONFLICT OF INTEREST DOES NOT EXIST AND UNDERTAKES THAT THEY WILL NO T ENTER INTO ANY ILLEGAL OR UNDISCLOSED AGREEMENT OR UNDERSTANDING, WHETHER FOR MAL OR

INFORMAL WITH OTHER BIDDER(S), IN THIS REGARD. THIS APPLIES IN PARTICULAR TO PRICES, SP ECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATIO N IN THE BIDDING PROCESS. IN CASE, THE BIDDER IS FOUND HAVING INDULGED IN ABOVE ACTIV ITIES, THE SAME WILL BE CONSIDERED AS A VIOLATION OF THE TENDER CONDITIONS, AND SUITA BLE ACTION SHALL BE TAKEN BY BHEL AS PER EXTANT POLICIES/ GUIDELINES.

(XIII) IN THE EVENT OF A TIE IN L1 AFTER PRICE BID OPENING

(a) GEM STARTS FORCED RA.EVEN AFTER FORCED RA, IF SELLERS REFUSE TO PARTICIPATE IN RA WHERE NO SELLER PARTICIPATES IN THE RA AND / OR A REVERSE AUCTION DEADLOCK OCCURS, THE SYSTEM PROVIDES TWO OPTIONS - EITHER

(b) RUN A RANDOM ALGORITHM TO SELECT ONE OF THEM FOR AWARD OF CONTRACT, KNOWN A S 'RUN L1 SELECTION', OR

(c) GEM INSTRUCTS THE BUYER TO SELECT THE L1 FOR FURTHER PROCEEDINGS. OPTION (C) WIL L BE EXERCISED ON NO OPTION BASIS ONLY AFTER EXERCISING OPTION A AND/OR B (AS APPLICA BLE).IN SUCH CASES, DURING THE COURSE OF EVALUATION, IF MORE THAN ONE BIDDER HAPPEN S TO OCCUPY L1 STATUS, THE EFFECTIVE L1 SHALL BE DECIDED BY SOLICITING DISCOUNTS FRO M THE RESPECTIVE L1 BIDDERS.

(XIV) ARBITRATION (14.2):

14.2.1 EXCEPT AS PROVIDED ELSEWHERE IN THIS CONTRACT, IN CASE PARTIES ARE UNABLE TO REACH AMICABLE SETTLEMENT (WHETHER BY CONCILIATION TO BE CONDUCTED AS PROVIDED I N CLAUSE 14.1 HEREIN ABOVE OR OTHERWISE) IN RESPECT OF ANY DISPUTE OR DIFFERENCE ARI SING OUT OF THE FORMATION, BREACH, TERMINATION, VALIDITY OR EXECUTION OF THE CONTR ACT; OR, THE RESPECTIVE RIGHTS AND LIABILITIES OF THE PARTIES; OR, IN RELATION TO INTERP

RETATION OF ANY PROVISION OF THE CONTRACT; OR, IN ANY MANNER TOUCHING UPON THE CO NTRACT (HEREINAFTER REFERRED TO AS THE 'DISPUTE'), THEN, EITHER PARTY MAY REFER THE D ISPUTES TO ARBITRAL INSTITUTION (TO BE IDENTIFIED BY BHEL VARANASI) AND SUCH DISPUTE T O BE ADJUDICATED BY SOLE ARBITRATOR APPOINTED IN ACCORDANCE WITH THE RULES OF SAID ARBITRAL INSTITUTION.

14.2.2 A PARTY WILLING TO COMMENCE ARBITRATION PROCEEDING SHALL INVOKE ARBITRATION CLAUSE BY GIVING NOTICE TO THE OTHER PARTY IN TERMS OF SECTION 21 OF THE ARBITRATION & CONCILIATION ACT, 1996 (HEREINAFTER REFERRED TO AS THE 'NOTICE') BEFORE REFERRING T HE 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 MO NETARY AMOUNT OF SUCH CLAIM INCLUDING INTEREST, IF ANY.

14.2.3 AFTER EXPIRY OF 30 DAYS FROM THE DATE OF RECEIPT OF AFORESAID NOTICE, THE PART Y INVOKING THE ARBITRATION SHALL SUBMIT THAT DISPUTE TO THE ARBITRAL INSTITUTIONS(TO BE IDENTIFIED BY BHEL VARANASI)AND THAT DISPUTE SHALL BE ADJUDICATED IN ACCORDANCE WITH THEIR RESPECTIVE ARBITRATION RULES. THE MATTER SHALL BE ADJUDICATED BY A SOLE A RBITRATOR WHO SHALL NECESSARILY BE A RETD JUDGE HAVING CONSIDERABLE EXPERIENCE IN COMMERCIAL MATTERS TO BE NOMINATED BY THE RESPECTIVE INSTITUTION.

THE EXPENSES PERTAINING TO THE SAID ARBITRATION SHALL ALSO BE GOVERNED IN ACCORDA NCE WITH THE RULES OF THE RESPECTIVE ARBITRAL INSTITUTION. THE DECISION OF THE PARTY INVOKING THE ARBITRATION FOR REFERENCE OF DISPUTE TO A SPECIFIC ARBITRAL INSTITUTION FOR ADJUDICATION OF THAT DISPUTE SHALL BE FINAL AND BINDING ON BOTH THE PARTIES AND SHALL NOT BE SUBJECT TO ANY CHANGE THEREAFTER.THE INSTITUTION ONCE SELECTED AT THE TIME OF INVOCATION OF DISPUTE SHALL REMAIN UNCHANGED.

14.2.4 THE FEE AND EXPENSES SHALL BE BORNE BY THE PARTIES AS PER THE ARBITRAL INSTITU TIONAL RULES.

14.2.5 THE ARBITRATION PROCEEDINGS SHALL BE IN ENGLISH LANGUAGE AND THE SEAT AND VE NUE OF ARBITRATION SHALL BE AT VARANASI (U.P.).

14.2.6 SUBJECT TO THE ABOVE, THE PROVISIONS OF ARBITRATION & CONCILIATION ACT, 1996 A ND ANY AMENDMENT THEREOF SHALL BE APPLICABLE. ALL MATTERS RELATING TO THIS CONTRA CT AND ARISING OUT OF INVOCATION OF ARBITRATION CLAUSE ARE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT(S) SITUATED AT VARANASI (U.P.).

14.2.7 NOTWITHSTANDING ANY REFERENCE TO THE DESIGNATED ENGINEER OR CONCILIATION O R ARBITRATION HEREIN, (A) THE PARTIES SHALL CONTINUE TO PERFORM THEIR RESPECTIVE OBLI GATIONS UNDER THE CONTRACT UNLESS THEY OTHERWISE AGREE. SETTLEMENT OF DISPUTE CL AUSE CANNOT BE INVOKED BY THE CONTRACTOR IF THE CONTRACT HAS BEEN MUTUALLY CLOSE D OR 'NO DEMAND CERTIFICATE' HAS BEEN FURNISHED BY THE CONTRACTOR OR ANY SETTLEME NT AGREEMENT HAS BEEN SIGNED BETWEEN THE EMPLOYER AND THE CONTRACTOR.

14.2.8 IT IS AGREED THAT MECHANISM OF RESOLUTION OF DISPUTES THROUGH ARBITRATION SH ALL BE AVAILABLE ONLY IN THE CASES WHERE THE VALUE OF THE DISPUTE IS LESS THAN RS. 10 CRORES.

14.2.9 IN CASE THE DISPUTED AMOUNT CLAIM, COUNTER CLAIM INCLUDING INTEREST IS RS. 10 CRORES AND ABOVE, THE PARTIES SHALL BE WITHIN THEIR RIGHTS TO TAKE RECOURSE TO REM EDIES 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, PRO VISIONS OF THE ARBITRATION AND CONCILIATION ACT, 1996 AND ANY STATUTORY MODIFICATIO NS OR RE-ENACTMENT THEREOF AS AMENDED FROM TIME TO TIME SHALL APPLY TO THE ARBITR

ATION PROCEEDINGS UNDER THIS CLAUSE.

14.2.10 IN CASE, MULTIPLE ARBITRATIONS ARE INVOKED (WHETHER SUB-JUDICE OR ARBITRAL A WARD PASSED) BY ANY PARTY TO UNDER THIS CONTRACT, THEN THE CUMULATIVE VALUE OF CL AIMS (INCLUDING INTEREST CLAIMED OR AWARDED) IN ALL SUCH ARBITRATIONS SHALL BE TAKE N IN ACCOUNT WHILE ARRIVING AT THE TOTAL CLAIM IN DISPUTE FOR THE SUBJECT CONTRACT F OR THE PURPOSE OF CLAUSE 14.2.9. DISPUTES HAVING CUMULATIVE VALUE OF LESS THAN 10 C RORES SHALL BE RESOLVED THROUGH ARBITRATION AND ANY ADDITIONAL DISPUTE SHALL BE A DJUDICATED BY THE COURT OF COMPETENT JURISDICTION.

14.2.11 IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEP ARTMENT, THE FOLLOWING SHALL BE APPLICABLE: IN THE EVENT OF ANY DISPUTE OR DIFFEREN CE RELATING TO THE INTERPRETATION AND APPLICATION OF THE PROVISIONS OF COMMERCIAL C ONTRACT(S) BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES (CPSES)/ PORT TRUSTS INTER SE AND ALSO BETWEEN CPSES AND GOVERNMENT DEPARTMENTS/ORGANIZATIONS (EXCLUDING DIS PUTES CONCERNING RAILWAYS, INCOME TAX, CUSTOMS & EXCISE DEPARTMENTS), SUCH DISPUT E OR DIFFERENCE SHALL BE TAKEN UP BY EITHER PARTY FOR RESOLUTION THROUGH AMRCD (AD MINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES) AS MENTIONED IN DPE OM NO . 05/0003/2019-FTS-10937 DATED 14-12-2022 AS AMENDED FROM TIME TO TIME.

(XV) IMPORTANT CLAUSE FOR GST: INPUT TAX CREDIT OF GST CAN BE AVAILED BY BHEL ONLY W HEN THE MATERIAL HAS BEEN PHYSICALLY RECEIVED AND GST INVOICE IS IN POSSESSION OF BH EL. THEREFORE, SUPPLIERS SHOULD ENSURE THE FOLLOWING IN RESPECT OF POs ISSUED BY BH EL:

I. GST INVOICE SHOULD CONTAIN ADDRESS, GST NO. AND PAN NO. OF BHEL AS WELL AS OF THE SUPPLIER. APPLICABLE HSN CODE OF THE MATERIAL SHOULD BE INDICATED IN THE GST INVOICE.

II. FIVE COPIES OF THE GST INVOICE AND LORRY RECEIPT MAY BE DESPATCHED ALONG WITH TH E SHIPMENT OF THE GOODS IN ORDER TO AVOID ANY DELAY IN AVAILING INPUT TAX CREDIT BY BHEL.

III. DECLARE SUCH INVOICE IN GSTR-1 RETURN FOR THE MONTH OF DESPATCH OF MATERIAL.

IV. PAYMENT OF GST TO STATUTORY AUTHORITIES WITHIN THE PRESCRIBED TIME.

V. IN CASE OF DISCREPANCY IN THE DATA UPLOADED BY THE BIDDER ON THE GSTN PORTAL VIS-A-VIS THE TAX INVOICE OR IN CASE OF ANY SHORTAGE OR REJECTION IN THE SUPPLY, BHEL WILL NOT BE ABLE TO AVAIL THE TAX CREDIT. THE BIDDER HAS TO RECTIFY THE DATA DISCREPANCY ON THE GSTN PORTAL OR ISSUE A CREDIT NOTE OR DEBIT NOTE (DETAILS ALSO TO BE UPLOADE D ON THE GSTN PORTAL) FOR THE SHORTAGES OR REJECTIONS IN THE SUPPLIES OR ADDITIONAL CLAIMS FOR PROCESSING OF SUCH INVOICES.

VI. GST TDS DEDUCTED AS PER THE GST ACT IS UPLOADED ON THE GSTN PORTAL ALONG WITH G STR-7. BIDDERS CAN DIRECTLY DOWNLOAD THE GST TDS CERTIFICATE FROM THE GSTN PORTAL.

IN CASE GST CREDIT IS DELAYED OR DENIED TO BHEL DUE TO NON-RECEIPT OR DELAYED RECEIP T OF GOODS AND/OR TAX INVOICE, OR EXPIRY OF THE TIMELINE PRESCRIBED UNDER GST LAW F OR AVAILING SUCH ITC, OR FOR ANY OTHER REASON NOT ATTRIBUTABLE TO BHEL, THE GST AMO UNT SHALL BE RECOVERABLE FROM THE VENDOR ALONG WITH INTEREST/PENALTY LEVIABLE ON BHEL.

IN CASE THE SUPPLIER DELAYS DECLARING SUCH INVOICE IN ITS RETURN AND GST CREDIT AVAI LED BY BHEL IS DENIED OR SUBSEQUENTLY REVERSED AS PER GST LAW, THE GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL SHALL BE RECOVERABLE FROM THE SUPPLIER ALONG W ITH INTEREST LEVIED/LEVIABLE ON BHEL.

IN CASE OF RAISING ANY SUPPLEMENTARY TAX INVOICE (DEBIT/CREDIT NOTE), THE SUPPLIER SH ALL ISSUE THE SAME CONTAINING ALL THE DETAILS AS REFERRED TO IN SECTION 34 READ WITH SECTION 31 OF THE GST ACT AND THE RULES MADE THEREUNDER.

(XVI) MSME VENDORS CAN AVAIL BENEFITS OF PAYMENT THROUGH TReDS.

(XVII) ORDER OF PRECEDENCE: THE PURCHASE ORDER ALONG WITH ITS ANNEXURES, THE NIT A ND ITS AMENDMENTS/CORRIGENDA SHALL TOGETHER CONSTITUTE THE ENTIRE CONTRACT BET WEEN THE PARTIES AND SHALL BE COMPLEMENTARY TO ONE ANOTHER. IN CASE OF ANY CONTR ADICTION, THE ORDER OF PRECEDENCE SHALL BE AS BELOW:

A. PURCHASE ORDER ALONG WITH ITS ANNEXURES.

B. AMENDMENTS/CLARIFICATIONS/CORRIGENDA/ERRATA ETC. ISSUED IN RESPECT OF THE TENDE R DOCUMENTS BY BHEL.

C. NIT.

(XVIII) GRIEVANCE REDRESSAL MECHANISM: TO PROMOTE TRANSPARENCY AND ENSURE FAIR TR EATMENT OF ALL BIDDERS, A STRUCTURED GRIEVANCE REDRESSAL MECHANISM IS IN PLACE TO ADDRESS ANY CONCERNS OR ISSUES ARISING DURING THE TENDERING PROCESS OR IN SUBSEQ UENT BUSINESS DEALINGS WITH THE COMPANY.

FIRST LEVEL: ANY GRIEVANCE SHOULD INITIALLY BE ADDRESSED TO THE DESIGNATED DEALING OFFICER, WHOSE CONTACT DETAILS ARE PROVIDED IN THE NOTICE INVITING TENDER (NIT)/CONT RACT.

SECOND LEVEL: IF THE ISSUE REMAINS UNRESOLVED, IT MAY BE ESCALATED BY LODGING A FOR MAL GRIEVANCE THROUGH THE SUVIDHA PORTAL: HTTPS://SUVIDHA.BHEL.IN/SUVIDHA/. RESPON SES WILL BE PROVIDED IN ACCORDANCE WITH THE DEFINED ESCALATION MATRIX.

(XIX) IN RESPECT OF PROCUREMENT OF GOODS OR SERVICES FROM MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs), THE SETTLEMENT OF INVOICES SHALL BE ONLY THROUGH ANY OF THE TR eDS PLATFORMS (I.E. RXIL, M1XCHANGE, INVOICEMART, KREDX, C2FO) AUTHORIZED BY THE RES ERVE BANK OF INDIA. SUCH MSME SUPPLIERS SHALL SELECT THEIR PREFERRED TReDS PLATFOR M BEFORE AWARD OF THE CONTRACT SO THAT THE DATA IS CAPTURED IN THE ORDER/CONTRAC T DATABASE OF THE UNIT.

THEY SHALL ALSO HAVE THE OPTION TO CHANGE THE TReDS PLATFORM FROM THE DROP-DOWN MENU ON THE SUVIDHA PORTAL OF BHEL AT THE TIME OF INVOICE SUBMISSION. WHEREVER THE TRADE RECEIVABLE IS ACCEPTED BY BHEL, THE SAME SHALL BE VALIDATED BY THE UNIT ON THE RESPECTIVE TReDS PLATFORM SELECTED BY THE SUPPLIER. THE ROUTING OF INVOICES THROUG H THE TReDS PLATFORM SHALL NOT BE CONSTRUED AS MANDATING DISCOUNTING OF SUCH INV OICES, AND THE MSME SUPPLIER SHALL HAVE THE OPTION TO AVAIL OR NOT AVAIL FINANCING O R DISCOUNTING OF ITS RECEIVABLES ON THE TReDS PLATFORM. IN CASE DISCOUNTING IS NOT A VAILED BY THE SUPPLIER ON TReDS, THE TRADE RECEIVABLES SHALL BE PAID THROUGH TReDS AS PER THE PAYMENT TIMELINES INDICATED IN THE CONTRACT.

(XX) SETTLEMENT OF DISPUTE: IF ANY DISPUTE OR DIFFERENCE OF ANY KIND WHATSOEVER SHA LL 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, A BANDONMENT OR BREACH OF THE CONTRACT, IT SHALL IN THE FIRST PLACE REFERRED TO DESI GNATED ENGINEER FOR AMICABLE RESOLUTION BY THE PARTIES. DESIGNATED ENGINEER (TO BE NOMINATED BY BHEL FOR SETTLEMENT OF DISPUTES ARISING OUT OF THE CONTRACT) WHO WIT HIN 60 DAYS AFTER BEING REQUESTED SHALL GIVE WRITTEN NOTICE OF HIS DECISION TO THE C ONTRACTOR. 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 P

ROCEED WITH THE WORK WITH ALL DUE DILIGENCE, WHETHER HE OR BHEL DESIRES TO RESOLV E THE DISPUTE AS HEREINAFTER PROVIDED OR NOT.

IF AFTER THE DESIGNATED ENGINEER HAS GIVEN WRITTEN NOTICE OF THIS DECISION TO THE PA RTY AND NO INTENTION TO PURSUE THE DISPUTE HAS BEEN COMMUNICATED TO HIM BY THE AFF ECTED 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 DISS ATISFIED WITH ANY SUCH DECISION OR IF AMICABLE SETTLEMENT CANNOT BE REACHED THEN A LL SUCH DISPUTED ISSUES SHALL BE RESOLVED THROUGH CONCILIATION IN TERMS OF THE BHE L CONCILIATION SCHEME 2018 AS PER CLAUSE 14.1.

(XXI) CONCILIATION (CLAUSE 14.1):

ANY DISPUTE, DIFFERENCE OR CONTROVERSY OF WHATEVER NATURE HOWSOEVER ARISING UN DER OR OUT OF OR IN RELATION TO THIS AGREEMENT (INCLUDING ITS INTERPRETATION) BETWE EN THE PARTIES, AND SO NOTIFIED IN WRITING BY EITHER PARTY TO THE OTHER PARTY (THE 'DI SPUTE') SHALL, IN THE FIRST INSTANCE, BE ATTEMPTED TO BE RESOLVED AMICABLY IN ACCORD ANCE WITH THE CONCILIATION PROCEDURE AS PER BHEL CONCILIATION SCHEME 2018. THE PRO CEEDINGS OF CONCILIATION SHALL BROADLY BE GOVERNED BY PART-III OF THE ARBITRATION A ND CONCILIATION ACT 1996 OR ANY STATUTORY MODIFICATION THEREOF AND AS PROVIDED IN ' PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS' (AS AVAILABLE IN WWW.BHEL.COM).

NOTE:

MINISTRY OF FINANCE HAS ISSUED OM REFERENCE NO. 1/2/24 DATED 03.06.2024 REGARDING 'G UIDELINES FOR ARBITRATION AND MEDIATION IN CONTRACTS OF DOMESTIC PUBLIC PROCUREME NT'. 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 HA S NOT YET BEEN NOTIFIED BY THE GOVERNMENT. THEREFORE, THE CLAUSE 'SETTLEMENT OF DIS PUTES' SHALL BE MODIFIED ACCORDINGLY AS AND WHEN THE MEDIATION ACT, 2023 GETS NOTI FIED.

GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS: THE RE VISED GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS ARE AVAILABLE ON BHEL WEBSITE AT 'WWW.BHEL.COM' ON THE 'SUPPLIER REGISTRATION' PAGE. RESPECTIVE BIDDERS/SUPPLIERS MAY REFER TO THESE GUIDELINES BEFORE SUBMITTING THEIR QUOTATION. ACTION AGAINST DE FAULTING SUPPLIERS/CONTRACTORS SHALL BE TAKEN ONLY AS PER THESE GUIDELINES.

(XXII) BREACH OF CONTRACT, REMEDIES AND TERMINATION:

(A) THE FOLLOWING SHALL AMOUNT TO BREACH OF CONTRACT:

1. NON-SUPPLY OF MATERIAL/ NON-COMPLETION OF WORK BY THE SUPPLIER/VENDOR WITHIN SC HEDULED DELIVERY/ COMPLETION PERIOD AS PER CONTRACT OR AS EXTENDED FROM TIME TO TI ME.

2. THE SUPPLIER/VENDOR FAILS TO PERFORM AS PER THE ACTIVITY SCHEDULE AND THERE ARE S UFFICIENT REASONS EVEN BEFORE EXPIRY OF THE DELIVERY/ COMPLETION PERIOD TO JUSTIFY T HAT SUPPLIES SHALL BE INORDINATELY DELAYED BEYOND CONTRACTUAL DELIVERY/ COMPLETIO N PERIOD.

3. THE SUPPLIER/VENDOR DELIVERS EQUIPMENT/ MATERIAL NOT OF THE CONTRACTED QUALITY.

4. THE SUPPLIER/VENDOR FAILS TO REPLACE THE DEFECTIVE EQUIPMENT/ MATERIAL/ COMPONEN T AS PER GUARANTEE CLAUSE.

5. WITHDRAWAL FROM OR ABANDONMENT OF THE WORK BY THE SUPPLIER/VENDOR BEFORE CO MPLETION AS PER CONTRACT.

6. ASSIGNMENT, TRANSFER, SUBLETTING OF CONTRACT BY THE SUPPLIER/VENDOR WITHOUT BH EL'S WRITTEN PERMISSION RESULTING IN TERMINATION OF CONTRACT OR PART THEREOF BY BH EL.

7. NON-COMPLIANCE TO ANY CONTRACTUAL CONDITION OR ANY OTHER DEFAULT ATTRIBUTABLE TO SUPPLIER/VENDOR.

8. 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 TH E PURCHASE ORDER/ CONTRACT EITHER IN WHOLE OR IN PART THEREOF WITHOUT ANY COMPEN SATION TO THE SUPPLIER/VENDOR.

9. 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 DECLARAT IONS WERE OF A NATURE THAT COULD HAVE RESULTED IN NON-AWARD OF CONTRACT TO THE C ONTRACTOR OR COULD EXPOSE BHEL AND/ OR OWNER TO ADVERSE CONSEQUENCES, FINANCIA L OR OTHERWISE.

10. SUPPLIER/VENDOR IS CONVICTED OF ANY OFFENCE INVOLVING CORRUPT BUSINESS PRACTIC ES, ANTINATIONAL ACTIVITIES OR ANY SUCH OFFENCE THAT COMPROMISES THE BUSINESS ETHIC S OF BHEL, IN VIOLATION OF THE INTEGRITY PACT ENTERED INTO WITH BHEL HAS THE POTENTIA L TO HARM THE OVERALL BUSINESS OF BHEL/ OWNER

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 REGA RD. CONTRACTOR SHALL BE GIVEN AN OPPORTUNITY TO RECTIFY THE REASONS CAUSING THE B REACH OF CONTRACT WITHIN A PERIOD OF 14 DAYS. IN CASE THE CONTRACTOR FAILS TO REME DY THE BREACH, AS MENTIONED IN THE NOTICE, TO THE SATISFACTION OF BHEL, BHEL SHALL H AVE THE RIGHT TO TAKE RECOURSE TO ANY OF THE REMEDIAL ACTIONS AVAILABLE TO IT UNDER THE RELEVANT PROVISIONS OF CONTRACT.

(B) REMEDIES IN CASE OF BREACH OF CONTRACT.

I. WHEREIN THE PERIOD AS STIPULATED IN THE NOTICE ISSUED UNDER CLAUSE 14.1 HAS EXPIRE D 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 FURTH ER NOTICE TO CONTRACTOR.

II. UPON TERMINATION OF CONTRACT, BHEL SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUI VALENT TO 10% OF THE CONTRACT VALUE FOR THE DAMAGES ON ACCOUNT OF BREACH OF CO NTRACT COMMITTED BY THE SUPPLIER/VENDOR. THIS AMOUNT SHALL BE RECOVERED BY WAY O F ENCASHING THE SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE ETC AVAILAB LE WITH BHEL AGAINST THE SAID CONTRACT. IN CASE THE VALUE OF THE SECURITY INSTRUMEN TS AVAILABLE IS LESS THAN 10% OF THE CONTRACT VALUE, THE BALANCE AMOUNT SHALL BE R ECOVERED 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 TH E OTHER LEGAL REMEDIES SHALL BE PURSUED

III. WHEREVER THE VALUE OF SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE A VAILABLE WITH BHEL AGAINST THE SAID CONTRACT IS 10% OF THE CONTRACT VALUE OR MORE, SUCH SECURITY INSTRUMENTS TO THE EXTENT OF 10% CONTRACT VALUE WILL BE ENCASHED. I N CASE NO SECURITY INSTRUMENTS ARE AVAILABLE OR THE VALUE OF THE SECURITY INSTRUME NTS AVAILABLE IS LESS THAN 10% OF THE CONTRACT VALUE, THE 10% OF THE CONTRACT VALU

E OR THE BALANCE AMOUNT, AS THE CASE MAY BE, WILL BE RECOVERED IN ALL OR ANY OF THE FOLLOWING MANNERS:

IV. IN CASE THE AMOUNT RECOVERED UNDER SUB CLAUSE (A) ABOVE IS NOT SUFFICIENT TO FUL FIL THE AMOUNT RECOVERABLE THEN; A DEMAND NOTICE TO DEPOSIT THE BALANCE AMOUNT W ITHIN 30 DAYS SHALL BE ISSUED TO SUPPLIER/VENDOR.

V. IF SUPPLIER/VENDOR FAILS TO DEPOSIT THE BALANCE AMOUNT WITHIN THE PERIOD AS PRESC RIBED IN DEMAND NOTICE, FOLLOWING ACTION SHALL BE TAKEN FOR RECOVERY OF THE BALAN CE AMOUNT:

A. FROM DUES AVAILABLE IN THE FORM OF BILLS PAYABLE TO DEFAULTED SUPPLIER/VENDOR AG AINST THE SAME CONTRACT.

B. IF IT IS NOT POSSIBLE TO RECOVER THE DUES AVAILABLE FROM THE SAME CONTRACT OR DUE S ARE INSUFFICIENT TO MEET THE RECOVERABLE AMOUNT, BALANCE AMOUNT SHALL BE RECOV ERED 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 AVAIL ABLE IN THE FORM OF SECURITY INSTRUMENTS OF ANY KIND AGAINST SECURITY DEPOSIT OR EM D.

C. IN-CASE RECOVERIES ARE NOT POSSIBLE WITH ANY OF THE ABOVE AVAILABLE OPTIONS, LEGA L ACTION SHALL BE INITIATED FOR RECOVERY AGAINST DEFAULTED SUPPLIER/VENDOR.

VI. IT IS AN AGREED TERM OF CONTRACT THAT THIS AMOUNT SHALL BE A GENUINE PRE-ESTIMAT E OF DAMAGES THAT BHEL WOULD INCUR IN COMPLETION OF BALANCE CONTRACTUAL OBLIGATI ON OF THE CONTRACT THROUGH ANY OTHER AGENCY AND BHEL WILL NOT BE REQUIRED TO FUR NISH ANY OTHER EVIDENCE TO THE SUPPLIER/VENDOR FOR THE PURPOSE OF ESTIMATION OF DA MAGES.

VII. IN ADDITION TO THE ABOVE, IMPOSITION OF LIQUIDATED DAMAGES, DEBARMENT, TERMINATI ON, DE-SCOPING, SHORT-CLOSURE, ETC., SHALL BE APPLIED AS PER PROVISIONS OF THE CONTR ACT.

NOTE:

1) THE DEFAULTING SUPPLIER/VENDOR SHALL NOT BE ELIGIBLE FOR PARTICIPATION IN ANY OF T HE FUTURE ENQUIRIES FLOATED BY BHEL TO COMPLETE THE BALANCE WORK. THE DEFAULTING CONTRACTOR SHALL MEAN AND INCLUDE:

(A) IN CASE DEFAULTED SUPPLIER/VENDOR IS THE SOLE PROPRIETORSHIP FIRM, ANY SOLE PROP RIETORSHIP FIRM OWNED BY SAME SOLE PROPRIETOR

(B) IN CASE DEFAULTED SUPPLIER/VENDOR IS THE PARTNERSHIP FIRM, ANY FIRM COMPRISING OF SAME PARTNERS/ SOME OF THE SAME PARTNERS; OR SOLE PROPRIETORSHIP FIRM OWNED BY ANY PARTNER(S) AS A SOLE PROPRIETOR.

9. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---