

**MATERIAL MANAGEMENT - TRACTION MACHINES****HEAVY ELECTRICAL PLANT, BHOPAL****BHARAT HEAVY ELECTRICALS LIMITED****BHEL ENQUIRY NO. E5163047**

NIT TERMS & CONDITIONS:

SL. NO.	DESCRIPTION	DETAILS
1.	RATE CONTRACT TERMS	We intend to enter into a Rate Contract (RC) for ordering up to 12 months from RC freeze date, i.e. RC is to be kept valid for ordering up to 12 months from RC freeze date. Purchase Ordering shall be done as per BHEL requirement against the finalised rate contract & within its validity. Dispatches to be made against our purchase order (computerized) only, which will be issued against this Rate Contract.
2.	ITEM DESCRIPTION	HYBRID BEARING SET (IMPORTED) CONSISTING OF 1 NO. EACH OF "HYBRID CYLINDRICAL ROLLER BEARINGS (WITH INSULATED ROLLERS) TYPE NU1014 M ECMR/HC5C4S0 (SKF NOMENCLATURE) WITH FREE RADIAL CLEARANCE OF 90 TO 125 MICRONS OR EQUIVALENT OF OTHER MAKE" AND "HYBRID BALL BEARINGS (WITH INSULATED BALLS) TYPE 6214 M/HC5C4S0 (SKF NOMENCLATURE) WITH FREE RADIAL CLEARANCE OF 59 TO 71 MICRONS OR EQUIVALENT OF OTHER MAKE"
3.	TECHNICAL CONDITION	As per attached Technical PQR and NIT.
4.	QUANTITY	774 Sets
5.	QUANTITY VARIATION	Not applicable
6.	SPLITTING OF ORDER	Applicable , On 2 (two) eligible sources with quantity distribution ratio of 65% & 35% to L-1 and the other bidder accepting L-1 rates in sequence, subject to minimum 3 qualified bidders. In case of only 2 or 1 qualified bidder splitting shall not be applicable. For ascertaining bidder for 35% quantity, HESG equivalent rate of L-1 bidder shall be counter-offered to L-2, L-3 and so on sequentially until any bidder accepts the same. In case no bidder agrees to accept the counter-offered HESG equivalent rate of L-1, entire 100% quantity shall be awarded to L-1 bidder.
7.	DELIVERY SCHEDULE REQUIREMENT	For the first lot of 128 sets scheduled delivery date shall be within 90 days from the PO date & thereafter for each subsequent lot of 128 sets scheduled delivery date shall be within 60 days from the scheduled delivery date of the previous lot. Early delivery is acceptable.
8.	DELIVERY TERMS	FOR Destination (BHEL Bhopal).
9.	DELIVERY INSTRUCTION	Supplier identification (viz. Vendor code, PO number, SN etc) is must
10.	QAP	Not applicable.
11.	INSPECTION CONDITION	Inspection at BHEL.

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12.	SAMPLE	Not applicable.
13.	TEST CERTIFICATE	All Material Test Certificates to be supplied along with each lot of the material.
14.	GUARANTEE / WARRANTY	As per BHEL GTC of ENQUIRY (BP200102C, Cl. No. 18)
15.	GUARANTEE/ WARRANTEE CERTIFICATE	GUARANTEE/ WARRANTEE Certificate to be supplied along with each lot of the material.
16.	BID PARTS	Offer shall be submitted by the bidders in Two Parts, i.e. Part-I Technical cum Commercial bid & Part-II Price bid.
17.	PRICE BASIS	Firm Price basis
18.	PRICING TERMS	As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 12)
19.	PRICE VALIDITY	As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 13) i.e. Offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
20.	EVALUATION CRITERIA	Overall L1 basis. Evaluation shall be done in INR. Name of currency of the quoted prices in BOQ to be indicated. For conversion from quoted currency to INR, exchange rate (TT selling rate of SBI) as on scheduled Part-I date of tender opening shall be applicable. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be considered.
21.	EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER	In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. Decision of BHEL in such situations shall be final and binding.
22.	BID SECURITY/ Earnest Money Deposit (EMD)	Not Applicable
23.	PERFORMANCE SECURITY (PBG)	Not Applicable.
24.	REVERSE AUCTION	Applicable It is declared upfront that this Enquiry shall be subjected to Reverse Auction (RA). Bidders may kindly note the Reverse Auction (RA) field as mentioned and asked for in enquiry template & ensure to proceed with choosing "YES" against same when asked during submission of their offer to give their acceptance for participation in RA. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on https://www.bhel.com/guidelines-reverse-auction-2024) for this tender. RA shall be conducted among the techno- commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse



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		<p>Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p> <p>The techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.</p> <p>However, H1 will be allowed to participate in RA in certain cases as mentioned in 10.3 of the above RA Guidelines.</p>
25.	MSE PREFERENCE	Applicable as per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 29) for indigenous offers. Item Is divisible.
26.	TECHNICAL PQR (T-PQR)	<p>Technical Pre-Qualification Requirements (T-PQR) for procurement of the items is attached with the NIT.</p> <p>Compliance of all the points in T-PQR is mandatory. In absence of compliance of above and non-submission of documents required against the T-PQR, the Vendor's offer is liable to be rejected.</p> <p>Duly filled T-PQR with desired documents shall be submitted by the Vendor along with the offer.</p> <p><i>Information/ compliance/ documents submitted by vendor shall be authentic in all aspects. In case any deviation/ false information/ forged documents are observed / revealed later on, BHEL is free to initiate appropriate punitive proceeding against the Vendor as per Prevalent Processes and Guidelines of Company.</i></p>
27.	FINANCIAL PQC (F-PQC)	PRE-QUALIFICATION CRITERIA (FINANCIAL) /(F-PQC) is applicable as attached with the enquiry document.
28.	PAYMENT TERMS	<p>Payment terms as per GTC clause 16 i.e for</p> <p>Indigenous: 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL.</p> <p>Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ "Repo Rate + 4%" for the purpose of bid evaluation.</p> <p>Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB.</p> <p>In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading @ "Repo Rate + 4%", for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.</p> <p>L/C charges, Yours on yours and ours on ours. In case of delay in supply by the vendor, charges for extension of L/C will have to be borne by vendor.</p> <p>Payment terms exceeding 90 days credit period shall be acceptable however no loading for additional period shall be done.</p>



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29.	LD/Penalty for Late Delivery applicability	<p>LD/Penalty for Late Delivery applicable as per GTC clause 9 i.e</p> <p>Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery. Total undelivered order value above shall be item wise, lot wise order value of PO</p> <p>Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)</p> <p>Foreign Bidders- The date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery. Indigenous Bidders:- LR (Lorry Receipt) date in case of ex-works and UMID (Receipt date of material at BHEL) in case of FOR destination shall be taken as actual date of delivery. Other as per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 9).</p>
30.	TAXES & DUTIES	<p><i>The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.</i></p> <p>Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits). GST/ Income Tax TDS applicable as per Law shall be deducted.</p> <p>Indian Bidders-Bidders to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.</p> <p><i>Vendor to ensure compliance to timely filing of monthly GST return. GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.</i></p>
31.	Documents for Foreign Bidder	<ol style="list-style-type: none">1. Seller shall send 1 set of original negotiable documents COMPRISING OF BILL OF LADING/AWB, INVOICE & PACKING LIST, in English, within 7 days of B/L date / 1 day of AWB date by DHL/courier and also share documents through email to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in within 1 days of dispatch.2. One original negotiable set of clean on-board freight prepaid (in case of CIF/CIP/CFR) / to pay (In case of ex-works/FOB/FCA) combined transport bill of lading/AWB showing beneficiary as shipper and Govt. of India on behalf of Bharat Heavy Electricals Limited, Bhopal As Consignee and Notify: BHEL Rod Mumbai, 14th floor. World Trade Centre-1, Cuffe Parade Colaba, Mumbai 400005 India. phone no +91 22 22171345/22171346/221713703. One set of original negotiable invoice and packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with dimensions of each package.4. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce



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		<p>5. Original One set of Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate, etc as applicable, is to be submitted by Seller. If Seller and OEM and different, then Test Certificate/ Calibration Certificate/Third Party Inspection Certificate, etc as applicable, from OEM will be also be submitted by Seller. O&M Manual where called for, shall be submitted by Seller.</p> <p>6. Seller's declaration that wood - packing material used in packing is in accordance with IPPCc standard ISPM no.15 and has been labelled compliant with IPPC mark by manufacturers or beneficiary's declaration that wood- packing material has not been used packing of the goods.</p> <p>7. PRE-DISPATCH CLEARANCE ISSUED BY BHEL REFERENCING Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate No., etc., as applicable, and their dates.</p> <p>8. Permanent Establishment Business Certificate (PEBC) as per Clause 16.4 of GTC, as applicable. In case of Services, additionally Form 10 F of Income Tax Act, 1961 and Tax Residency Country (TRC) of Seller's Country is required, as per Clause 16.5 of GTC.</p> <p>9. Supplier should additionally forward TWO sets of above original negotiable documents (Sl 1 to 11) through DHL / Registered airmail or AWB by captain's mail within three days of OBL/AWB date to each of the following: - (i)AGM(CMM-FE), BHEL, 2nd floor, ADMM building, Piplani, Bhopal-462022, India. (ii)AGM (ROD, BHEL Mumbai), BHEL, ROD, 14th floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai - 400005. Phone / mob. No.: 022-22171301 email intimation of the above to be sent to fin_fp.bpl@bhel.in, fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & msseabpl@bhel.in.</p> <p>10. GUARANTEE / WARRANTY CERTIFICATE, AS APPLICABLE, ISSUED BY SELLER IN ONE ORIGINAL. If Seller and OEM and different, Guarantee/ Warranty Certificate, as applicable, from OEM will be also be submitted by Seller.</p> <p>11. CERTIFICATE FROM SHIPPING COMPANY OR ITS AGENT OR ITS OWNER OR MASTER OR CHARTERER STATING THAT THE CARRYING VESSEL IS SEAWORTHY AND THE VESSEL IS CLASSIFIED BY AN APPROVED CLASSIFICATION SOCIETY AS PER INSTITUTE CLASSIFICATION CLAUSES AND CLASSIFIED AS LLOYDS 100 A1 OR ITS EQUIVALENT CLASSIFICATION STATING THAT THE VESSEL IS NOT MORE THAN 25 YEARS OLD.</p> <p>12. MARINE/AIR INSURANCE POLICY OR CERTIFICATE, BLANK ENDORSED, DATED NOT LATER THAN THE DATE OF OBL/AWB, FULL SET IN THE NEGOTIABLE FORM IN THE CURRENCY OF CREDIT COVERING 110% OF THE INVOICE VALUE. INSURANCE TO INCLUDE INSTITUTE CARGO CLAUSES (A), INSTITUTE WAR CLAUSES (MARINE CARGO) AND INSTITUTE STRIKE CLAUSES (MARINE CARGO) WITH CLAIMS PAYABLE</p>
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		<p>IN INDIA. INSURANCE TO COVER FROM SUPPLIER'S WAREHOUSE TO JNPT NHAVA SHEVA MUMBAI / MUMBAI SEAPORT / MUMBAI AIRPORT/ ICD, MANDIDEEP, AS APPLICABLE</p> <p>13. THE DESTINATION TERMINAL HANDLING CHARGES (DTHC) WILL BE PAID BY BHEL DIRECTLY TO THE TERMINAL AND SAME WILL NOT BE PAID TO THE SHIPPING LINE OF VENDOR. IF SHIPPING LINE CHARGES THE DTHC TO BHEL, THE SAME ALONG WITH ANY ADDITIONAL/CONSEQUENTIAL EXPENSES INCURRED (LIKE DETENTION/ DEMURRAGE, GROUND RENT, PENALTY, ETC) WILL BE RECOVERABLE FROM BENEFICIARY'S BILLS CONFIRMED VIA SELLER'S/BENEFICIARY BANK SWIFT.</p> <p>14. IF SELLER/BENEFICIARY DOES NOT COMPLY OR DEVIATES FROM ANY OF THE ABOVE CLAUSES/COMPLIANCES, THEN ANY ADDITIONAL CHARGES, DEMURRAGE, DETENTION, GROUND RENT, CLEARANCE CHARGES, PENALTY, ETC IMPOSED ON OR BORNE BY/PAID TO BHEL DUE TO SUCH NON-COMPLIANCE/DEVIATION, ETC., SHALL BE TO THE ACCOUNT OF THE SELLER/BENEFICIARY AND SHALL BE RECOVERABLE FROM THE SELLER'S/BENEFICIARY'S BILLS CONFIRMED VIA SELLER'S/BENEFICIARY BANK SWIFT.</p> <p>15. BENEFICIARY TO SEND EMAIL INTIMATION ABOUT DESPATCH OF GOODS GIVING DETAILS OF OBL/AWB NO. & ITS DATE, BHEL PURCHASE ORDER NUMBER, INVOICE NO. & ITS DATE, CURRENCY & INVOICE VALUE, PACKING LIST, PDCC REF NO. & DATE, LC NO., SELLER'S BANK REFERENCE NO., IF & AS APPLICABLE to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in</p> <p>16. Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.</p> <p>17. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO.</p>
32.	INVOICE & DOCUMENTS SUBMISSION FOR PAYMENT.	<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 https://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 upto 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>
33.	PUBLIC PROCUREMENT (PREFERENCE TO	<p>"The local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated</p>



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	<p>MAKE IN INDIA), ORDER 2017 (As per BHEL GTC BP200102C, Cl. No. 33)</p>	<p>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 NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.”</p> <p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 19.7.2024 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable.</p> <p>Tendered item is divisible on package basis and purchase preference shall be granted after due compliance for local content of the PPP-MII Order.</p> <p>The local content to categorize a supplier as a Class-I local supplier / Class-II local supplier / Non-Local supplier and purchase preference to Class-I local supplier, is as defined in above circular issued by DPIIT/ Nodal Ministry.</p> <p>Bidders to submit the Actual Percentage of the Local Content and the Complete Address of the Location of Local Value Addition as per the attached MII format. In case the bid value is more than Rs. 10 Crore, the declaration relating to the Actual Percentage of the Local Content and the Complete Address of the Location of Local Value Addition 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 OEM other than Companies as per the above circular.</p> <p>For contracts valuing more than Rs 10 Crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/ Chartered Accountant/ Statutory Auditor/Cost Auditor (as applicable) and in case of defaults, penalty upto 10% of the contract value shall be imposed. However, contract once awarded shall not be terminated on this account.</p> <p>Bidder to refer the Sample format of MII self-certificate (Annexure – 1 of the GTC) and sample certification format of statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) (Annexure- 2 of the GTC).</p> <p><i>Bidders or successors can be debarred for false declarations for up to 2 years. Debarred suppliers not eligible for preference in any other procuring entity</i></p>												
34.	<p>INTEGRITY PACT (IP)</p>	<p>Applicable as per attached BHEL GTC of ENQUIRY (BP200102A, Cl. No. 30 & 32). <i>Integrity Pact to be sealed & signed along with a witness and submitted along with the offer.</i></p> <p>(A) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table><tr><th>SN</th><th>IEM</th><th>Email</th></tr><tr><td>1</td><td>Dr. Sarat Kumar Acharya, Ex-CMD, NLC</td><td>iem1@bhel.in</td></tr><tr><td>2</td><td>Shri R. Mukundan, IRPS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3</td><td>Shri Madan Lal Meena, IAS (Retd.)</td><td>iem3@bhel.in</td></tr></table>	SN	IEM	Email	1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in	2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in	3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in
SN	IEM	Email												
1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in												
2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in												
3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in												



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		<p>(B) The IP as enclosed with the tender is to be submitted (duly signed & sealed by authorized signatory) along with Techno-Commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <p>(C) Please refer Section-8 of IP for Role and Responsibilities of IEMS. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMS shall be done through email only.</p> <p>NOTE:</p> <p>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</p> <p>Details of contact person(s):</p> <p>(1) Name: Manendra Singh (Dy. Manager) Dept: <u>MNX</u> Address: <u>Block-9/Annexe/EW/GF, BHEL, Piplani, Bhopal - 462022</u> Phone: <u>0755-250-5880</u> Email: <u>manendra1@bhel.in</u></p> <p>(2) Name: Rajesh Kr Parte (<u>Addl GM/MNX</u>) Dept: <u>MNX</u> Address: <u>Block-9/Annexe/EW/GF, BHEL, Piplani, Bhopal - 462022</u> Phone: <u>0755-250-3336</u> Email: <u>rparte@bhel.in</u></p>
35.	<p>CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS AND THEIR DECLARATION</p>	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. Bidders having a conflict of interest shall not be eligible to participate in the tender process.</p> <p>Treatment of cases regarding conflict of interest: -</p> <p>The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations: -</p> <ul style="list-style-type: none"> i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly; ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating; iii) Procurement of goods directly from the manufacturers /suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/

		<p>supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.</p> <p>iv) 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 member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.</p> <p>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>
36.	ANNEXURE-IX	<p>The Bidder/Supplier/Contractor will, when presenting his bid, declare whether other Family Firms or Sister Concern Affiliates/Subsidiary firms are participating in the same tender, so as to eliminate the possibility of cartel formation. Format for declaration is available in the NIT documents for this enquiry (Annexure-IX). Same is to be submitted with the offer.</p>
37.	RESTRICTION UNDER RULE 144 (xi) GFR	<p>As per attached BHEL GTC of ENQUIRY (BP200102C, Cl. No. 34)</p>
38.	SPECIAL CONDITIONS	<p>Indian Bidders who fall under MSE (Micro & Small Enterprises only) and fail to upload 'UDYAM Registration Certificate (URC)' shall automatically be considered as Non-MSE supplier for this tender.</p> <p>Further, it is to be noted that MSE benefits are not being extended to Agent/ Dealer/ Trader/ Distributor (i.e. Other than manufacturer). Supplier has to also provide supporting document(s) such as Agreement Between OEM & Bidder(s) etc.</p> <p>Identification must. Soon after rejection of material, it is to be ensured by supplier that material should be taken back maximum within two weeks after communication for rectification/ replacement & supply back the rectified/ fresh material to BHEL Bhopal within 30 days from rejection. In the event of non-lifting of rejected material by supplier, BHEL will not be responsible for loss of such items to the supplier in any case.</p> <p>Offers of suppliers who are in 'HOLD/BANNED' status in BHEL Bhopal PMD shall not be considered.</p> <p>Unregistered vendors to submit documents required for registration to BHEL Portal Online (https://bhel.com/supplier-registration).</p>
39.	OTHER TERMS & CONDITIONS	<p>Other Terms & Conditions as per attached BHEL GTC of ENQUIRY (BP200102C).</p>



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		Any deviation of NIT, BHEL GTC of ENQUIRY (BP200102C) and BHEL PO Terms, where vendor response is not affirmative to be clearly indicated, else BHEL will consider that all above Terms & Conditions are acceptable to vendors.
40.	GEM REGISTRATION	As you are kindly aware that Government e-Marketplace (GeM) is a one stop portal to facilitate Online Procurement of Goods & Services required by various Government Departments/ Organizations/ PSUs. BHEL being a PSU, would like that its suppliers/ contractors also have visibility on this portal so that GeM can be used for procurement by BHEL. Hence, you are requested to get yourselves registered on GeM.
41.	TENDER FEE	Not applicable
42.	BID SUBMISSION WITHIN DUE DATE & TIME	No request for extension of tender due date will be entertained at the time of tender opening and after due date under any circumstances. Hence, all bidders are requested to submit their bid well within due date and time only. <i>BHEL reserves the right for extension of tender based on the situation without assigning any reason whatsoever it may be.</i>
43.	DOCUMENTS TO BE FURNISHED ALONG WITH YOUR QUOTATION	Signed and Sealed copy of: <ul style="list-style-type: none">- NIT- BHEL GTC of ENQUIRY (BP200102C)- BHEL PO Terms (Indigenous & Foreign) Duly Filled, Signed and Sealed copy of: <ul style="list-style-type: none">- Techno-Commercial Annexure- T-PQR along with all supporting documents- F-PQR along with all supporting documents- Annexure-IX in Company Letterhead- PPP-MII Certificate for local content- Integrity pact- Annexure-A, B & 10F- BHEL model conciliation clause Others: <ul style="list-style-type: none">- UDYAM Registration Certificate (<i>as applicable for Indian MSME bidders only</i>)

IT IS HEREBY MENTIONED THAT THIS IS E-TENDER SO OFFER SUBMITTED THROUGH E-PROCUREMENT PORTAL (www.eprocurebhel.co.in) SHALL ONLY BE CONSIDERED.