



**REQUIREMENT OF ORING etc.(ANNEXURE-1)**

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators, Defense Items and so on.

Details of items details as below:

Sl. NO.	MAT CODE	ITEM DISCREPTION	QUANTITY (NOS.)	Delivery (Days)
1	W97011202145	O RING MS28775-445 V747-75(202.57X6.99) SPEC.NO. MIL-R-83248 CLASS 1 N.STD:MS28775	103	60
2	W97011202099	O RING AS PER "MIL-R-83248" TYPE 1-CLASS 1-261 N.STD:MIL R-83248	100	60
3	W97011202110	O RING MIL-R-83248-1-265 (196.45 X 3.53) N.STD:MIL-R-83248	124	60
4	W97011202102	O RING MIL-R-83248-1-255 ( 142.47 X 3.53 ) M83248-1-255 N.STD:MIL-R-83248	302	60
5	W97011202080	O RING MIL-R-83248-1-246 ( 113.9 X 3.53 ) N.STD:MIL-R-83248	225	60
6	W97011202129	O RING AS PER "MIL-R-83248" TYPE-1 CLASS 1-429 N.STD:MIL-R-83248	87	60

1. KINDLY UPLOAD/ATTACH THE SPECIFICATION DETAILS/ CATALOGUE OF OFFERED ITEMS.
2. KINDLY **SUBMIT PQR SHEET** ALONG WITH SUPPORTING DOCUMENTS AGAINST CLAUSES OF PQR.
3. KINDLY **SUBMIT TECHNO-COMMERCIAL CHECKLIST** ALONG WITH YOUR OFFER.
4. VENDOR TO CONFIRM TO PROVIDE TEST CERTIFICATES AS PER O.E.M. STANDARD PRACTICE INCLUDING DOCUMENTS CONFORMING TO ENQUIRY MAKE/MODEL/PART NO. ALONG WITH THE MATERIAL SUPPLY.
5. VENDOR TO CONFIRM TO PROVIDE CERTIFICATE OF CONFORMANCE.
6. VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND SUBSEQUENT IDENTIFICATION REPORTS.
7. EARLIER DELIVERY IS ACCEPTABLE.

8. **Packing/labelling instructions are as follows:**

- **Each** Rubber Item like **ORING**, SEAL, PACKING, STRIP, GASKET, PAD, GUARD etc should be individually packed & labelled.
- Heat sealable opaque materials should be used unless not practical to prevent distortion of the packaged product.
- Suitable materials for packing are polyethylene (PE)-coated Kraft paper, aluminium foil/paper/PE laminate and opaque PE film. PE is suitable as a single wrapping and should be at least 0.075 mm thick.
- The packing shouldn't be sealed using stapler Pin / Tape. The Packing should be Hot sealed/Machine sealed.
- Packing should be temper-proof & Marking on printed stickers of the labels should be long lasting (enough till the life of the Seals/O-rings).
- Following minimum details are to be labelled/Printed on each packet:
  - i) PO NUMBER
  - ii) ITEM DESCRIPTION
  - iii) MANUFACTURERS NAME
  - iv) MANUFACTURERS BATCH NUMBER
  - v) MILITARY SPECIFICATION NUMBER
  - vi) CURE DATE
  - vii) SHELF LIFE

**QUALIFYING CONDITIONS for O Rings (MS 28775 & MIL-R-83248)**

<b>Sl.</b>	<b>PQR Requirement</b>	<b>Vendor Response</b>	<b>Vendor Response (Yes / No / Enclosed)</b>
1.	who are capable to supply O Rings as per standard MS 28775 & MIL-R-83248.	Vendor to confirm	
2.	Vendor to provide supporting documents claiming that vendor is manufacturer of Military Standard (MS28775 or MIL-R-83248) O Rings. Vendor to provide supporting documents such as QPL Listing or any other certificate.	Vendor to submit	
3.	Authorized Dealer/ Distributor to submit Authorization certificate from Principal/OEM	Vendor to submit	
4.	BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false/incorrect, the offer shall be rejected.	Vendor to accept & confirm	

AGM/DPE

ENGG/DPE/2018/DF100 REV:00

Rev. date: 11 Aug' 2018

**TECHNICAL DELIVERY CONDITIONS (TDC) FOR RUBBER ITEMS IN PMD DF100**


1. SCOPE:  
This TDC is applicable for all Rubber Items procured under PMD DF100.
2. GENERAL CONDITIONS:
  - 2.1. O-Rings as per AN6230:
    - Material specification as per MIL-P-25732, AMS-P-25732
    - Age Control as per SAE ARP5316
  - 2.2. O-Rings as per MIL-R-83248:
    - Material specification as per MIL-R-83248, AMS-R-83248
    - Age Control as per SAE ARP5316
  - 2.3. O-Rings as per MS28775:
    - Material specification as per MIL-P-25732, AMS-P-25732
    - Age Control as per SAE ARP5316
  - 2.4. O-Rings as per MS28777:
    - Material specification as per MIL-DTL-5521, AMS-P-25732
    - Age Control – Not applicable
  - 2.5. O-Rings as per MS28778:
    - Material specification as per MIL-P-5510, AMS-P-5510
    - Age Control as per SAE ARP5316
  - 2.6. O-Rings as per MS29561:
    - Material specification as per MIL-R-7362, AMS-R-7362
    - Age Control as per SAE ARP5316
  - 2.7. O-Rings as per MS51007:
    - Material specification as per MIL-STD-417
    - Age Control as per SAE ARP5316
  - 2.8. O-Rings as per MS52000:
    - Material specification as per MIL-R-3065
    - Age Control as per MIL-STD-1523
  - 2.9. O-Rings as per MS9021:
    - MS9021 superseded by AS3578
    - Material specification as per AMS 7271
    - Age Control as per SAE ARP5316
  - 2.10. Gasket as per VG95234:
    - Material specification as per AMS 3356
    - Age Control as per SAE ARP5316
  - 2.11. Gasket as per VG95328:
    - Material specification as per AMS 3356
    - Age Control as per SAE ARP5316
3. ACCEPTANCE CRITERIA:
  - 3.1. SAE ARP5316 defines the recommended shelf life limits of various Aerospace Material Specifications.
  - 3.2. The recommended shelf life of material of O-Rings, Gaskets, Seals etc. procured under PMD DF100 shall be as per **TABLE-1**

- 3.3. BHEL is the Production Agency for the equipment manufactured for use by Indian Navy (the End User).
- 3.4. In view of the time required for indenting, order placement, delivery by vendor and ultimate dispatch to the end user and to meet the contractual requirements, the acceptable Age of Rubber items procured in PMD DF100
- for Rubber items having cure date on the packing - **8 (eight) Quarters** from the Cure Date. *i.e the Cure date should not be older than 8 quarters from the date of dispatch.*
  - for Rubber items having fixed life as per packing - **80%** shelf life available at the time of despatch.
- 3.5. **Rubber items whose age cannot be determined shall be rejected.**

4. REFERENCES:

- |                   |                   |
|-------------------|-------------------|
| 4.1. MIL-DTL-8790 | 4.5. MIL-STD-1523 |
| 4.2. MIL-DTL-8794 | 4.6. MS28741      |
| 4.3. MIL-DTL-8795 | 4.7. MS28762      |
| 4.4. MIL-H-8794   | 4.8. SAE-AS1933   |

Issue Date: **02 Aug'2018**

  
Issued by: **Sunil Kumar Singh**  
**SDGM/DPE-DABG**

**Revision History:**

*Null*

**NOTE: In case of any conflict, definitions as per referred documents shall prevail.**

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**TABLE-1**

SL	STANDARD/ MAKE	PART NUMBER	P/N SPECI- FICATION	OLD P/N	MATERIAL SPECIFICATION	POLYMER	SHELF-LIFE	APPLICABLE STANDARD FOR AGE CONTROL
1	AN6230	AN6230-XXX	Refer Sl. 8	Refer Sl. 8	MIL-P-25732, AMS-P-25732	NBR	15 YRS	SAE ARP5316
2	AS3578	AS3578-XXX	AS3578	MS9021-XXX	AMS 7271	NBR	15 YRS	SAE ARP5316
3	BAGUES / DOWTY SEALS	-	-	-	-	-	COMPANY SPECIFICATION	COMPANY SPECIFICATION
4	JACOTTET MAKE	-	-	-	-	-	As per Expiry date on package	COMPANY SPECIFICATION
5	MIL-R-83248	M83248/1-XXX	MIL-R-83248	MS17413-XXX	MIL-R-83248, AMS-R-83248	FKM	UN-LIMITED	SAE ARP5316
6	MIL-R-83248	M83248/1-XXX	MIL-R-83248/1	M83248/1-XXX	MIL-R-83248, AMS-R-83248	FKM	UN-LIMITED	SAE ARP5316
7	MIL-R-83248	M83248/2-XXX	MIL-R-83248/2	M83248/2-XXX	MIL-R-83248, AMS-R-83248	FKM	UN-LIMITED	SAE ARP5316
8	MS28775	MS28775-XXX	AS28775	MS28775-XXX	MIL-P-25732, AMS-P-25732	NBR	15 YRS	SAE ARP5316
9	MS28775	MS28775-XXX	AS28775	AN6230-XXX	MIL-P-25732, AMS-P-25732	NBR	15 YRS	SAE ARP5316
10	MS28777	MS28777-XX	MS28777-XX	AN6291-XX	MIL-W-5521	Leather	N/A	-
11	MS28778	MS28778-XX	AS28778	AN6290-XX	MIL-P-5510, AMS-P-5510	NBR	15 YRS	SAE ARP5316
12	MS28778	MS28778-XX	AS28778	MS28778-XX	MIL-P-5510, AMS-P-5510	NBR	15 YRS	SAE ARP5316
13	MS29561	MS29561-XXX	AS29561	MS29561-XXX	MIL-R-7362, AMS-R-7362	NBR	15 YRS	SAE ARP5316
14	MS51007	MS51007-XX	MS51007	MS51007-XX	MIL-STD-417	SC, Chloroprene (CR)-AMS 3208	15 YRS	SAE ARP5316
15	MS52000	MS52000-XX	MS52000	MS52000-XX	MIL-R-3065	SC, Chloroprene (CR)-AMS 3208	10 YRS	MIL-STD-1523
16	MS9021	MS9021-XXX	Refer Sl. 2	Refer Sl. 2	AMS 7271	NBR	15 YRS	SAE ARP5316
17	VG95234	VG95234-XX-XX-2	VG95234	VG95234	AMS 3356	SILICONE / Chloroprene	UN-LIMITED	SAE ARP5316
18	VG95328	VG95328-XXX-B-XX	VG95328	VG95328	AMS 3356	SILICONE / Chloroprene	UN-LIMITED	SAE ARP5316

TECHNO-COMMERCIAL CHECKLIST		
SL. NO.	TERMS & CONDITION	VENDOR CONFIRMATION /REMARKS / REPLY
TENDER DETAILS		
1	BIDDER NAME	
2	GEM BID NO	
QUALITY & TECHNICAL REMARKS		
3	VENDOR TO CONFIRM TO PROVIDE TEST CERTIFICATES AS PER O.E.M. STANDARD PRACTICE INCLUDING DOCUMENTS CONFORMING TO ENQUIRY MAKE/MODEL/PART NO. ALONG WITH THE MATERIAL.	
4	VENDOR TO CONFIRM TO PROVIDE CERTIFICATE OF CONFORMANCE.	
5	VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND SUBSEQUENT IDENTIFICATION REPORTS.	
6	Packing/labelling instructions are as follows: •Each Rubber Item like ORING, SEAL, PACKING, STRIP, GASKET, PAD, GUARD etc should be individually packed & labelled. •Heat sealable opaque materials should be used unless not practical to prevent distortion of the packaged product. •Suitable materials for packing are polyethylene (PE)-coated Kraft paper, aluminium foil/paper/PE laminate and opaque PE film. PE is suitable as a single wrapping and should be at least 0.075 mm thick. •The packing shouldn't be sealed using stapler Pin / Tape. The Packing should be Hot sealed/Machine sealed. •Packing should be temper-proof & Marking on printed stickers of the labels should be long lasting (enough till the life of the Seals/O-rings). •Following minimum details are to be labeled/Printed on each packet: i) PO NUMBER ii) ITEM DESCRIPTION iii) MANUFACTURERS NAME iv) MANUFACTURERS BATCH NUMBER v) MILITARY SPECIFICATION NUMBER vi) CURE DATE vii) SHELF LIFE	
COMMERICAL REMARKS		
7	ITEM IS TO BE SUPPLIED AS PER TECHNICAL SPECIFICATION	
8	SUBMIT MAKE IN INDIA CERTIFICATE ALONG WITH OFFER	
9	SUBMIT TECHNICAL CATALOGUE OF ALL QUOTED ITEMS. ALSO, HIGHLIGHT THE QUOTED ITEMS IN YOUR CATALOGUE	
10	<b>BREACH OF CONTRACT CLAUSE:</b> IN CASE OF BREACH OF CONTRACT, WHEREVER THE VALUE OF SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE AVAILABLE WITH BHEL AGAINST THE SAID CONTRACT IS ATLEAST 10% OF THE CONTRACT VALUE, THE SAME BE ENCASHED. IN CASE THE VALUE OF THE SECURITY INSTRUMENTS AVAILABLE IS LESS THAN 10% OF THE CONTRACT VALUE, THE BALANCE AMOUNT BE RECOVERED FROM OTHER FINANCIAL REMEDIES (I.E. AVAILABLE BILLS OF THE CONTRACTOR, RETENTION AMOUNT, ETC. WITH BHEL) OR LEGAL REMEDIES BE PURSUED. FURTHER, LEVY OF LIQUIDATED DAMAGES, DEBARMENT, TERMINATION, DE-SCOPING, SHORT CLOSURE, ETC., WILL BE APPLIED AS PER PROVISIONS OF THE CONTRACT	
11	<b>ACTION AGAINST BIDDERS / VENDOR / SUPPLIER / CONTRACTOR IN CASE OF DEFAULT:</b> IN ORDER TO PROTECT THE COMMERCIAL INTERESTS OF BHEL, BHEL SHALL TAKE ACTION AGAINST SUPPLIES / CONTRACTORS BY WAY OF SUSPENSION OF BUSINESS DEALINGS, WHO EITHER FAIL TO PERFORM OR ARE IN DEFAULT WITHOUT ANY REASONABLE CAUSE, CAUSE LOSS OF BUSINESS/ MONEY/ REPUTATION, INDULGE IN MALPRACTICES, CHEATING, BRIBERY, FRAUD OR ANY OTHER MISCONDUCT OR FORMATION OF CARTELS SO AS TO INFLUENCE THE BIDDING PROCESS OR INFLUENCE THE PRICE ETC. SUSPENSION OF BUSINESS DEALINGS COULD BE IN THE FORM OF "HOLD" OR "BANNING" A SUPPLIER/ CONTRACTOR OR A BIDDER AND SHALL BE AS PER "GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS" AVAILABLE AT BHEL'S WEBSITE " <a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a> "	
12	REST GENERAL TERMS AND CONDITIONS SHALL BE AS PER GEM	

Packing/labelling instructions are as follows:

- Each Rubber Item like ORING, SEAL, PACKING, STRIP, GASKET, PAD, GUARD etc should be individually packed & labelled.
- Heat sealable opaque materials should be used unless not practical to prevent distortion of the packaged product.
- Suitable materials for packing are polyethylene (PE)-coated Kraft paper, aluminum foil/paper/PE laminate and opaque PE film. PE is suitable as a single wrapping and should be at least 0.075 mm thick.
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  - v) MILITARY SPECIFICATION NUMBER
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**MAKE IN INDIA SELF CERTIFICATION**

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P45021/2/2017-PP(BE-II) dated 28.05.2018,29.5.2019, 04.6.2020 and amendment dated 16.09.2020, it is hereby certifying that we

.....  
..... (supplier name) are .....(Class-I/Class-II)  
local supplier and will meet the requirement of minimum local content of .....  
(50%/20%) as defined in public procurement order dated 04.6.2020 for material against Enquiry no.  
..... Details of  
location at which local value addition will be made is as follows: -

.....  
.....  
.....

We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

**Note:**

As per office order P-45021/102/2019-BE-II-Part (1) (E-50310) Dated 04/03/2021, Bidders can't claim itself as "Class-I local supplier/Class-II local suppliers" by claiming the service such as transportation, insurance, installation, commissioning, training & after sales service support like AMC/CMC etc. as local value addition. Bidder offering imported product will fall under the category of Non-Local supplier.

## **ADDITIONAL TERMS & CONDITIONS**

### **1. GENERAL INSTRUCTIONS:**

- EARLY DELIVERY IS ACCEPTABLE.
- VENDOR TO OFFER BEST DELIVERY SCHEDULE IN LINE WITH BHEL TENDER REQUIREMENT. DELIVERY IS NOT SACROSANCT. HOWEVER, OFFER OF VENDORS MAY NOT BE CONSIDERED WHOSE QUOTED DELIVERY DOES NOT MATCH WITH BHEL REQUIREMENT.

### **2. ITEM DETAILS-**

AS PER ANNEXURE- 1

### **3. QUALITY REQUIREMENTS –**

- VENDOR TO CONFIRM TO PROVIDE TEST CERTIFICATES AS PER O.E.M. STANDARD PRACTICE INCLUDING DOCUMENTS CONFORMING TO ENQUIRY MAKE/MODEL/PART NO. ALONG WITH THE MATERIAL.
- VENDOR TO CONFIRM TO PROVIDE CERTIFICATE OF CONFORMANCE.
- VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND SUBSEQUENT IDENTIFICATION REPORTS.

### **4. Packing/labelling instructions are as follows:**

- Each Rubber Item like ORING, SEAL, PACKING, STRIP, GASKET, PAD, GUARD etc should be individually packed & labelled.
- Heat sealable opaque materials should be used unless not practical to prevent distortion of the packaged product.
- Suitable materials for packing are polyethylene (PE)-coated Kraft paper, aluminium foil/paper/PE laminate and opaque PE film. PE is suitable as a single wrapping and should be at least 0.075 mm thick.
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- Packing should be temper-proof & Marking on printed stickers of the labels should be long lasting (enough till the life of the Seals/O-rings).
- Following minimum details are to be labelled/Printed on each packet:
  - i. PO NUMBER
  - ii. ITEM DESCRIPTION
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  - v. MILITARY SPECIFICATION NUMBER
  - vi. CURE DATE
  - vii. SHELF LIFE

### **5. COMMERCIAL TERMS**

- THE PRICE QUOTE BY BIDDER SHOULD BE INCLUSIVE OF GST & SHOULD BE ON BHEL HEEP HARIDWAR STORES BASIS.
- BIDDER TO ACCEPT ALL TERMS AND CONDITIONS AS PER GEM ENQUIRY AND GEM LATEST GTC.
- BIDDERS ARE ADVISED TO CHECK APPLICABLE GST ON THEIR OWN BEFORE QUOTING. BUYER WILL NOT TAKE ANY RESPONSIBILITY IN THIS REGARD. GST REIMBURSEMENT WILL BE AS PER ACTUALS OR AS PER APPLICABLE RATES (WHICHEVER IS LOWER), SUBJECT TO THE MAXIMUM OF QUOTED GST %.

### **6. WARRANTY TERMS**

GOODS SHALL COMPLY WITH THE SPECIFICATIONS FOR MATERIAL, WORKMANSHIP AND PERFORMANCE. UNLESS OTHERWISE SPECIFIED, THE WARRANTY SHALL BE FOR A PERIOD OF **12 MONTHS** FROM THE DATE OF RECEIPT.

### **7. DIVISION BETWEEN MSE AND NON MSE L1 WILL BE AS BELOW:**

IF PRICE QUOTED BY MSE VENDOR IS WITHIN THE PRICE BAND OF L1+15%, THEN 25% QUANTITY OF THE RESPECTIVE ITEM (ROUNDED OFF TO NEAREST NUMBER) SHALL BE OFFERED TO MSE VENDOR SUBJECT TO MATCHING THE L1 PRICES. IF THE QUANTITY REQUIRED IS 1 NUMBER (AS SUCH NON-DIVISIBLE), MSE QUOTING WITH IN PRICE PREFERENCE OF L1+15% SHALL BE OFFERED 100% QUANTITY SUBJECT TO MATCHING THE L1 PRICES.

8. MSE/MII: THE SUPPLIER NEEDS TO SUBMIT/UPDATE MSE/MII CREDENTIALS ON GEM PORTAL DURING PROFILE UPDATION/ OFFER SUBMISSION STAGE. THE MSE DATA SUBMITTED IS CROSS VERIFIED BY GEM WITH GOVT. OF INDIA UDYAM/NSIC DATABASE THROUGH API INTEGRATION ON REAL TIME BASIS AND FOR MII, A SELF DECLARATION IS BEING GIVEN AND AUTHENTICATED BY AADHAR OTP. IF THE SELLER FAILS TO CLAIM MSE/MII PROVISION ON GEM PORTAL AT PROFILE UPDATION/BID SUBMISSION STAGE, THE SAID SELLER WILL BECOME INELIGIBLE FOR GETTING THE MSE/MII BENEFITS FOR THAT BID AUTOMATICALLY. THE VENDOR CAN ALWAYS CONTACT THE GEM HELPDESK, IN CASE OF ANY ISSUES.
9. SUPPLIERS WHO HAVE QUALIFIED AND RECEIVED INCENTIVE UNDER PLI SCHEME WILL BE DEEMED CLASS-II LOCAL SUPPLIERS UNLESS THEY ARE ALREADY CLASS I LOCAL SUPPLIERS) TO ENCOURAGE INDIGENIZATION.
10. **PENAL PROVISIONS FOR FALSE SELF DECLARATION OF MII, IN CASE OF CONTRACT MORE THAN RS 10 CRS.**  
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, AND IN CASE OF DEFAULTS, PENALTY UPTO 10% OF THE CONTRACT VALUE SHALL BE IMPOSED.
11. FOR THIS PROCUREMENT, 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 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.

## **12. PAYMENT TERM:**

- i. **FOR NON-MSME BIDDERS:** 100% PAYMENT ALONG WITH TAXES, FREIGHT & INSURANCE WILL BE MADE AFTER RECEIPT AND ACCEPTANCE OF MATERIAL AND WITHIN 90 DAYS FROM THE DATE OF RECEIPT SUBJECT TO SUBMISSION OF NON-DISCREPANT DOCUMENTS. (MSME MEANS MICRO, SMALL & MEDIUM ENTERPRISES) (THIS IS IN SUPERSESSION OF 10 DAYS' TIME AS PROVIDED IN CLAUSE 12 OF GEM GTC).
- ii. **FOR MSE BIDDER:** FOR MSES (COVERED UNDER MSME ACT), 100% PAYMENT ALONG WITH TAXES, FREIGHT & INSURANCE WILL BE MADE AFTER RECEIPT AND ACCEPTANCE OF MATERIAL AND WITHIN 45 DAYS FROM THE DATE OF RECEIPT SUBJECT TO SUBMISSION OF NON-DISCREPANT DOCUMENTS OR AS PRESCRIBED IN THE RELEVANT ACT. BENEFITS OF MSE (SUCH AS EMD WAIVER, TENDER FEE EXEMPTION, PRICE PREFERENCE, PAYMENT PREFERENCE ETC.) WILL BE GIVEN ONLY TO THOSE MSE VENDORS WHO ARE MANUFACTURERS OF OFFERED ITEMS AGAINST THE NIT. NO MSE BENEFITS SHALL BE PROVIDED TO AGENTS / STOCKISTS /DEALERS / TRADERS ETC. FOR THE ITEMS OFFERED BUT NOT MANUFACTURED BY THEMSELVES."
- iii. **FOR MEDIUM ENTERPRISES:** 100% PAYMENT ALONG WITH TAXES, FREIGHT & INSURANCE WILL BE MADE AFTER RECEIPT AND ACCEPTANCE OF MATERIAL AND WITHIN 60 DAYS FROM THE DATE OF RECEIPT SUBJECT TO SUBMISSION OF NON-DISCREPANT DOCUMENTS AS PER TERMS AND CONDITIONS OF PURCHASE ORDER.
- iv. PLEASE NOTE THAT VENDOR TO ADHERE TO THE PAYMENT TERMS AS PER ABOVE. NO DEVIATION IN PAYMENT TERMS SHALL BE ACCEPTED. VENDOR TO SUBMIT THEIR OFFER ACCORDINGLY.

## **13. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS**

"A BIDDER SHALL NOT HAVE CONFLICT OF INTEREST WITH OTHER BIDDERS. SUCH CONFLICT OF INTEREST CAN LEAD TO ANTI-COMPETITIVE PRACTICES TO THE DETRIMENT OF PROCURING ENTITY'S INTERESTS. **THE BIDDER FOUND TO HAVE A CONFLICT OF INTEREST SHALL BE DISQUALIFIED.** A BIDDER MAY BE CONSIDERED TO HAVE A CONFLICT OF INTEREST WITH ONE OR MORE PARTIES IN THIS BIDDING PROCESS, IF:

- a) THEY HAVE CONTROLLING PARTNER (S) IN COMMON; **OR**
- b) THEY RECEIVE OR HAVE RECEIVED ANY DIRECT OR INDIRECT SUBSIDY/ FINANCIAL STAKE FROM ANY OF THEM; **OR**
- c) THEY HAVE THE SAME LEGAL REPRESENTATIVE/AGENT FOR PURPOSES OF THIS BID; **OR**
- d) THEY HAVE RELATIONSHIP WITH EACH OTHER, DIRECTLY OR THROUGH COMMON THIRD PARTIES, THAT PUTS THEM IN A POSITION TO HAVE ACCESS TO INFORMATION ABOUT OR INFLUENCE ON THE BID OF ANOTHER BIDDER; **OR**
- e) BIDDER PARTICIPATES IN MORE THAN ONE BID IN THIS BIDDING PROCESS. PARTICIPATION BY A BIDDER IN MORE THAN ONE BID WILL RESULT IN THE DISQUALIFICATION OF ALL BIDS IN WHICH THE PARTIES ARE INVOLVED. HOWEVER, THIS DOES NOT LIMIT THE INCLUSION OF THE COMPONENTS/\_SUB-ASSEMBLY/ ASSEMBLIES FROM ONE BIDDING MANUFACTURER IN MORE THAN ONE BID; **OR**
- f) IN CASES OF AGENTS QUOTING IN OFFSHORE PROCUREMENTS, ON BEHALF OF THEIR PRINCIPAL MANUFACTURERS, ONE AGENT CANNOT REPRESENT TWO MANUFACTURERS OR QUOTE ON THEIR BEHALF IN A PARTICULAR TENDER ENQUIRY. ONE MANUFACTURER CAN ALSO AUTHORISE ONLY ONE AGENT/DEALER. THERE CAN BE ONLY ONE BID FROM THE FOLLOWING:
  - 1. THE PRINCIPAL MANUFACTURER DIRECTLY OR THROUGH ONE INDIAN AGENT ON HIS BEHALF; AND
  - 2. INDIAN/FOREIGN AGENT ON BEHALF OF ONLY ONE PRINCIPAL;

**OR**
- g) A BIDDER OR ANY OF ITS AFFILIATES PARTICIPATED AS A CONSULTANT IN THE PREPARATION OF THE DESIGN OR TECHNICAL SPECIFICATIONS OF THE CONTRACT THAT IS THE SUBJECT OF THE BID; **OR**
- h) IN CASE OF A HOLDING COMPANY HAVING MORE THAN ONE INDEPENDENTLY MANUFACTURING UNITS, OR MORE THAN ONE UNIT HAVING COMMON BUSINESS OWNERSHIP/MANAGEMENT, ONLY ONE UNIT SHOULD QUOTE. SIMILAR RESTRICTIONS WOULD APPLY TO CLOSELY RELATED SISTER COMPANIES. BIDDERS MUST PROACTIVELY DECLARE SUCH SISTER/ COMMON BUSINESS/ MANAGEMENT UNITS IN SAME/ SIMILAR LINE OF BUSINESS."

**14. ACTION AGAINST BIDDERS / VENDOR / SUPPLIER / CONTRACTOR IN CASE OF DEFAULT:**

IN ORDER TO PROTECT THE COMMERCIAL INTERESTS OF BHEL, BHEL SHALL TAKE ACTION AGAINST SUPPLIERS / CONTRACTORS BY WAY OF SUSPENSION OF BUSINESS DEALINGS, WHO EITHER FAIL TO PERFORM OR ARE IN DEFAULT WITHOUT ANY REASONABLE CAUSE, CAUSE LOSS OF BUSINESS/ MONEY/ REPUTATION, INDULGE IN MALPRACTICES, CHEATING, BRIBERY, FRAUD OR ANY OTHER MISCONDUCT OR FORMATION OF CARTELS SO AS TO INFLUENCE THE BIDDING PROCESS OR INFLUENCE THE PRICE ETC.

SUSPENSION OF BUSINESS DEALINGS COULD BE IN THE FORM OF "HOLD" OR "BANNING" A SUPPLIER/ CONTRACTOR OR A BIDDER AND SHALL BE AS PER "GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS" AVAILABLE AT BHEL'S WEBSITE [HTTPS://WWW.BHEL.COM/GUIDELINES-SUSPENSION-BUSINESSDEALINGS-SUPPLIERS CONTRACTORS](https://www.bhel.com/guidelines-suspension-businessdealings-suppliers-contractors)

**15. THE OFFERS OF THE BIDDERS WHO ARE UNDER HOLD/SUSPENSION/DEBARRED AS ALSO THE OFFERS OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE FIRMS DEBARRED ACROSS BHEL, SHALL BE REJECTED. THE LIST OF FIRMS DEBARRED ACROSS BHEL IS AVAILABLE ON BHEL WEB SITE [WWW.BHEL.COM](http://www.bhel.com).**

**1.1 INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:**

**1.2 COMMITMENT BY BHEL:** BHEL COMMITS TO TAKE ALL MEASURES NECESSARY TO PREVENT CORRUPTION IN CONNECTION WITH THE TENDER PROCESS AND EXECUTION OF THE CONTRACT. BHEL WILL DURING THE TENDER PROCESS TREAT ALL BIDDER(S) IN A TRANSPARENT AND FAIR MANNER, AND WITH EQUITY.

**1.3 COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR:**

**1.3.1 THE BIDDER/ SUPPLIER/ CONTRACTOR COMMITS TO TAKE ALL MEASURES TO PREVENT CORRUPTION AND WILL NOT DIRECTLY OR INDIRECTLY INFLUENCE ANY DECISION OR BENEFIT WHICH HE IS NOT LEGALLY**

ENTITLED TO NOR WILL ACT OR OMIT IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE, 1860 OR ANY OTHER LAW IN FORCE IN INDIA.

1.3.2 THE BIDDER/ SUPPLIER/ CONTRACTOR WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, AND IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT AND SHALL ADHERE TO RELEVANT GUIDELINES ISSUED FROM TIME TO TIME BY GOVT. OF INDIA/ BHEL.

1.3.3 THE BIDDER/ SUPPLIER/ CONTRACTOR WILL PERFORM/ EXECUTE THE CONTRACT AS PER THE CONTRACT TERMS & CONDITIONS AND WILL NOT DEFAULT WITHOUT ANY REASONABLE CAUSE, WHICH CAUSES LOSS OF BUSINESS/ MONEY/ REPUTATION, TO BHEL.

IF ANY BIDDER/ SUPPLIER/ CONTRACTOR DURING PRE-TENDERING/ TENDERING/ POST TENDERING/ AWARD/ EXECUTION/ POST-EXECUTION STAGE INDULGES IN MALPRACTICES, CHEATING, BRIBERY, FRAUD OR AND OTHER MISCONDUCT OR FORMATION OF CARTEL SO AS TO INFLUENCE THE BIDDING PROCESS OR INFLUENCE THE PRICE OR ACTS OR OMITS IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE, 1860 OR ANY OTHER LAW IN FORCE IN INDIA, THEN, ACTION MAY BE TAKEN AGAINST SUCH BIDDER/ SUPPLIER/ CONTRACTOR AS PER EXSTANT GUIDELINES OF THE COMPANY AVAILABLE ON [WWW.BHEL.COM](http://WWW.BHEL.COM) AND/OR UNDER APPLICABLE LEGAL PROVISIONS.

**16. BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

IN CASE OF BREACH OF CONTRACT, WHEREVER THE VALUE OF SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE AVAILABLE WITH BHEL AGAINST THE SAID CONTRACT IS 10% OF THE CONTRACT VALUE OR MORE, SUCH SECURITY INSTRUMENTS TO THE EXTENT OF 10% CONTRACT VALUE WILL BE ENCASHED. IN CASE THE VALUE OF THE SECURITY INSTRUMENTS AVAILABLE IS LESS THAN 10% OF THE CONTRACT VALUE, THE BALANCE AMOUNT WILL BE RECOVERED IN ALL OR ANY OF THE FOLLOWING MANNERS:

- i. FROM DUES AVAILABLE IN THE FORM OF BILLS PAYABLE TO DEFAULTED SUPPLIER AGAINST THE SAME CONTRACT.
- ii. FROM THE DUES 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.

FURTHER, LEVY OF LIQUIDATED DAMAGES, DEBARMENT, TERMINATION, DE-SCOPING, SHORT CLOSURE, ETC., WILL BE APPLIED AS PER PROVISIONS OF THE CONTRACT.

**17. BIDDER SHALL SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH THEIR BID FOR VENDOR CODE CREATION:**

1. A. COPY OF PAN CARD B. COPY OF GSTIN C. COPY OF MSE CERIFICATE

18. DATA SHEET OF THE PRODUCT(S) OFFERED IN THE BID, ARE TO BE UPLOADED ALONG WITH THE BID DOCUMENTS. BUYERS CAN MATCH AND VERIFY THE DATA SHEET WITH THE PRODUCT SPECIFICATIONS OFFERED. IN CASE OF ANY UNEXPLAINED MISMATCH OF TECHNICAL PARAMETERS, THE BID IS LIABLE FOR REJECTION.

19. SCOPE OF SUPPLY (BID PRICE TO INCLUDE ALL COST COMPONENTS): ONLY SUPPLY OF GOODS.

20. WHILE GENERATING INVOICE IN GEM PORTAL, THE SELLER MUST UPLOAD SCANNED COPY OF GST INVOICE AND THE SCREENSHOT OF GST PORTAL CONFIRMING PAYMENT OF GST.

21. REST TERMS AND CONDITIONS SHALL BE as per GEM (Latest Version- applicable at the time of issuance of enquiry).