



BHARAT HEAVY ELECTRICALS LIMITED

HEEP HARIDWAR INDIA-PIN 249403

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REQUIREMENT OF WASHER & NUT (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:

SLN	MAT CODE	ITEM DISCREPTION	QUANTITY (NOS)	Delivery Schedule (Days)
1	W97013410012	SEALING WAHSER FOR PIPE UNIONS SIZE: 10X13.5 (FOR THREAD:M10X1) AS PER IS 3175/ DIN: 7603 A, MATERIAL: COPPER SHEET OF MINIMUM PURITY 99.5 PERCENT. DIMENSION, TOLERANCE AND GENERAL DETAILS AS PER GOVERNING STANDARD N.STD-SIZE: P/N 230021425	1000	45
2	W97013414026	WASHER 5.3X10 (FOR HEX HEAD SCREW OF SIZE:M5) AS PER UNI 6592 OR EQUIVALNET STD. DIN 125A/ISO:7089/IS:2016(TYPE -A) ALSO ACCEPTABLE, MATERIAL: STEEL R80(CARBON STEEL HAVING MIN. UTS OF 785 MPA, HARDNESS CLASS: 200 HV), COATING: ZINCONICKEL, DIMENSION,TOLERANCE AND DETAILS AS PER GOVERNING STD. N.STD-SIZE: P/N 210878202	1000	45
3	W97013414034	WASHER 6.4X12.5 (FOR HEX HEAD SCREW OF SIZE:M6) AS PER UNI 6592 OR EQUIVALNET STD. DIN 125A/ISO:7089/IS:2016(TYPE -A) ALSO ACCEPTABLE, MATERIAL: STEEL R80(CARBON STEEL HAVING MIN. UTS OF 785 MPA, HARDNESS CLASS: 200 HV), COATING: ZINCONICKEL, DIMENSION, TOLERANCE AND DETAILS AS PER GOVERNING STD. N.STD: -SIZE: P/N 210878203, 212878203	3000	45
4	W97013414042	WASHER 8.4X17 (FOR HEX HEAD SCREW OF SIZE:M8) AS PER UNI 6592 OR EQUIVALNET STD. DIN 125A/ISO:7089/IS:2016(TYPE -A) ALSO ACCEPTABLE, MATERIAL: STEEL R80(CARBON STEEL HAVING MIN. UTS OF 785 MPA, HARDNESS CLASS: 200 HV), COATING: ZINCONICKEL, DIMENSION, TOLERANCE AND	8000	45

		DETAILS AS PER GOVERNING STD. N.STD-SIZE: P/N 210878204, 212878204		
5	W97013414050	WASHER 10.5X21 (FOR HEX HEAD SCREW OF SIZE:M10) AS PER UNI 6592 OR EQUIVALNET STD. DIN 125A/ISO:7089/IS:2016(TYPE -A) ALSO ACCEPTABLE, MATERIAL: STEEL R80(CARBON STEEL HAVING MIN. UTS OF 785 MPA, HARDNESS CLASS: 200 HV), COATING: ZINCONICKEL, DIMENSION, TOLERANCE AND DETAILS AS PER GOVERNING STD. N.STD: -SIZE: P/N 210878205	5000	45
6	W97013414069	WASHER 13X24 AS PER UNI 6592(FOR HEX HEAD SCREW OF SIZE M12) ,WASHER AS PER EQUIVALENT STD - DIN 125A /ISO 7089/ IS-STD. IS ALSO ACCAPTABLE, MATERIAL: STEEL-R80 (HAVING TENSILE STRENGTH GREATER THAN 785N/MM2 ,HRC:BETWEEN 21 TO 30),COATING :ZINCO-NICKEL,ALT.COATING:ZINC BLUE OR CADMIUMN CHROMATING N.STD:-SIZE: PN 210878206/210806388	4000	45
7	W97013414085	WASHER 17X30 (FOR HEX HEAD SCREW OF SIZE:M16)AS PER UNI 6592 OR EQUIVALNET STD DIN 125A/ISO:7089/IS:2016(TYPE -A)ALSO ACCEPTABLE, MATERIAL: STEEL R80(CARBON STEEL HAVING MIN. UTS OF 785 MPA, HARDNESS CLASS: 200 HV), COATING:ZINCONICKEL, DIMENSION,TOLERANCE AND DETAILS AS PER GOVERNING STD. N.STD:- SIZE: P/N 210878208	1000	45
8	W97013414093	WASHER 19X34 (FOR HEX HEAD SCREW OF SIZE:M18)AS PER UNI 6592 OR EQUIVALNET STD. DIN 125A/ISO:7089/IS:2016(TYPE -A)ALSO ACCEPTABLE, MATERIAL: STEEL R80(CARBON STEEL HAVING MIN. UTS OF 785 MPA, HARDNESS CLASS: 200 HV), COATING: ZINCONICKEL, DIMENSION, TOLERANCE AND DETAILS AS PER GOVERNING STD. N.STD:- SIZE: P/N 210878209	500	45
9	W97013414166	WASHER 10.5X18(FOR ROUND/ CHEESE HEAD SCREW OF SIZE:M10) AS PER UNI 6592 OR EQVLNT STD DIN 433/ISO 7092/IS:2016 TYPEB)	1000	45

		ALSO ACCEPTABLE, MATERIAL: STEEL R80(CARBON STEEL HAVING MIN. UTS OF 785 MPA, HARDNESS CLASS: 200 HV), COATING:ZINCONICKEL, DIMENSION,TOLERANCE AND DETAILS AS PER GOVERNING STD. N.STD:- SIZE: P/N 210878225		
10	W97013307033	THICK HEXAGONAL NUT M16 AS PER UNI 5587, MATERIAL CLASS :8 , ELECTRO- PLATED COATING : P2G AS PER ISO 4042 (ZINCNICKEL) N.STD:UNI 5587 SIZE: P/N 212808312	300	45
11	W97013311022	NUT, SELF-LOCKING, M8 UNI 7473 MATL : 6S, FINISH : ZINCO-NICKEL N.STD:UNI 7473 SIZE: P/N 211809244	4000	45
12	W97013311049	NUT, SELF-LOCKING, M10 UNI 747 3, MATL : 6S, FINISH : ZINCO-NICKEL N.STD:UNI 7473 SIZE: P/N 211809246	700	45
13	W97013311057	NUT, SELF-LOCKING, M12 UNI7473 MATL :6S, FINISH : ZINCO-NICKEL. P/N 211809248 N.STD:UNI 7473	1200	45
14	W97013311090	NUT, SELF-LOCKING, M5 AS PER UNI 7473, MATERIAL CLASS: 8, FINISH : ZINCO-NICKEL N.STD:UNI 7473 SIZE: P/N 212809242	6500	45
15	W97013311103	NUT, SELF-LOCKING, M6 UNI 7473 , MATERIAL PROPERTY CLASS: 8, FINISH : ZINCO-NICKEL N.STD:UNI 7473 SIZE: P/N 212809243	1800	45
16	W97013311111	NUT, SELF-LOCKING, M8 UNI 7473 , MATL : 8.8, FINISH : ZINCO-NICKEL N.STD:UNI 7473 SIZE: P/N 212809244	4000	45
17	W97013311138	NUT, SELF-LOCKING, M12 UNI 747 3, MATL : 8.8, FINISH : ZINCONICKEL N.STD:UNI 7473 SIZE: P/N 212809248	1200	45
18	W97013311154	NUT, SELF-LOCKING, M14 UNI 747 3, MATL : 8.8, FINISH : ZINCONICKEL N.STD:UNI 7473 SIZE: P/N 212809250	1400	45
19	W97013311189	NUT, SELF-LOCKING, M16X1.5 UNI 7473, MATL: 8.8, FINISH : ZINCO- NICKEL N.STD:UNI 7473 SIZE: P/N 212809253	400	45

20	W97013311200	NUT, SELF-LOCKING, M20X1.5 UNI 7473, MATL : 8.8, FINISH : ZINCO-NICKEL N.STD:UNI 7473 SIZE: P/N 212809257	300	45
21	W97013311278	NUT, SELF-LOCKING, M8 AS PER UNI 7473, MATERIAL:AISI 316 (A4-70), ALTERNATE MATERIAL AISI 304 (A2-70) OR AISI 431 (C3-100) ALSO ACCEPTABLE, FINISH: PASSIVATION. N.STD:UNI 7473 SIZE: P/N 214609244	1900	45
22	W97013311308	NUT, SELF-LOCKING, M12 UNI 7473, MATERIAL:STAINLESS STEEL AISI 316 (A4-70), ALTERNATE MATERIAL AISI 304 (A2-70) OR AISI 431 (C3-100) ALSO ACCEPTABLE, FINISH : PASSIVATED N.STD:UNI 7473	1700	45
23	W97013312029	NUT, SELF-LOCKING, M8 UNI 7474 , MATL : 6S, FINISH : ZINCO-NICKEL N.STD:UNI 7474 SIZE: P/N 211809337	600	45
24	W97013312045	NUT, SELF-LOCKING, M10 UNI 7474, MATL : 6S, FINISH : ZINCO-NICKEL N.STD:UNI 7474 SIZE: P/N 211809339	600	45
25	W97013312053	NUT, SELF-LOCKING, M12 UNI 7474, MATL : 6S, FINISH : ZINCO-NICKEL N.STD:UNI 7474 SIZE: P/N 211809341	900	45
26	W97013312088	NUT, SELF-LOCKING, M6 UNI 7474 , MATL : 8.8, FINISH : ZINCO-NICKEL N.STD:UNI 7474 SIZE: P/N 212809336	2500	45
27	W97013312096	NUT, SELF-LOCKING, M8 UNI 7474 , MATL : 8.8, FINISH : ZINCO-NICKEL N.STD:UNI 7474 SIZE: P/N 212809337	3000	45
28	W97013312100	NUT, SELF-LOCKING, M8X1 UNI 7474, MATL : 8.8, FINISH :ZINCONICKEL N.STD:UNI 7474 SIZE: P/N 212809338	800	45
29	W97013312118	NUT, SELF-LOCKING, M10 AS PER UNI 7474, MATERIAL CLASS: 8, FINISH : ZINCO-NICKEL N.STD:UNI 7474 SIZE: P/N 212809339	1800	45
30	W97013312134	NUT, SELF-LOCKING, M14 AS PER UNI 7474, MATERIAL CLASS: 8, FINISH : ZINCO-NICKEL N.STD:UNI 7474 SIZE: P/N 212809343	700	45

31	W97013312150	NUT, SELF-LOCKING, M16X1.5 UNI 7474, MATL : 8.8, FINISH : ZINCO-NICKEL N.STD:UNI 7474 SIZE: P/N 212809346	500	45
32	W97013312185	NUT, SELF-LOCKING, M5 UNI 7474 , MATL : AISI 316, FINISH : PASSIVATED N.STD:UNI 7474 SIZE: P/N 214609335	2600	45

1. ALL VENDORS TO PROVIDE POINT WISE REPLY/CONFIRMATION ALONG WITH RELEVANT SUPPORTING DOCUMENTS TO EACH AND EVERY POINT OF **PRE-QUALIFICATION REQUIREMENT/PQR** FOR ALL ENQUIRY ITEMS. NONCOMPLIANCE OF THESE MAY LEAD TO REJECTION OF OFFER AS THESE ARE ESSENTIAL CONDITION FOR PARTICIPATING IN TENDER ENQUIRY.
2. VENDOR TO SUBMIT DULY FILLED, SIGNED & STAMPED **TECHNO-COMMERCIAL CHECKLIST** ALONG WITH OFFER.
3. VENDOR TO SUBMIT DULY FILLED, SIGNED & STAMPED **PQR SHEET WITH SUPPORTING DOCUMENTS AS PER PQR CLAUSES ALONG WITH OFFER.**
4. VENDOR TO PROVIDE MATERIAL (CHEMICAL & MECHANICAL), DIMENSIONAL AND SURFACE TREATMENT TEST CERTIFICATES AS PER ENQUIRY DOCUMENTS ALONG WITH MATERIAL SUPPLY. VENDOR TO PROVIDE MATERIAL TEST CERTIFICATE (MTC) FROM **NABL** ACCREDITED LAB
5. VENDOR TO PROVIDE CERTIFICATE OF CONFORMANCE.
6. VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND SAME SHOULD BE MENTIONED IN IDENTIFICATION REPORTS.
7. EARLY DELIVERY IS ACCEPTABLE.

QUALIFYING CONDITIONS FOR WASHERS:

Sl.	PQR Requirement	Vendor's Action	Vendor's Response (Yes / No / Remarks, if any)
1.	ISO 9001 certified Company which can manufacture or supply WASHERS as per National/International Standards in line with BHEL requirements.	Vendor to confirm	
2.	Vendor to submit valid ISO 9001 certificate.	Vendor to submit	
3.	Vendor who has supplied to defense establishment like OFB, ISRO, HAL, BEL etc.	Vendor to confirm	
	a) Vendor to submit experience of supply of Washers to defense establishment. Documents like Unpriced PO copy/ Dispatch docs etc to be submitted.	Vendor to submit	
	b) There shall be no pending rejections of supplied PO.	Vendor to confirm	
4.	Who can provide Material Test Certificate (MTC) from NABL accredited lab.	Vendor to confirm	
5.	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.	Vendor to confirm	
6.	Point numbers 1 to 5 are the Mandatory Qualification Requirements. Offers of vendors not meeting these requirements will NOT be considered.	Vendor to confirm	

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QUALIFYING CONDITIONS FOR NUTS:

Sl.	PQR Requirement	Vendor's Action	Vendor's Response (Yes / No / Remarks, if any)
1.	ISO 9001 certified Company which can manufacture or supply NUTS as per National/International Standards in line with BHEL requirements.	Vendor to confirm	
2.	Vendor to submit valid ISO 9001 certificate.	Vendor to submit	
3.	Vendor who has supplied to defense establishment like OFB, ISRO, HAL, BEL etc.	Vendor to confirm	
	a) Vendor to submit experience of supply of NUTS to defense establishment. Documents like Unpriced PO copy/ Dispatch docs etc to be submitted.	Vendor to submit	
	b) There shall be no pending rejections of supplied PO.	Vendor to confirm	
4.	Who can provide Material Test Certificate (MTC) from NABL accredited lab.	Vendor to confirm	
5.	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.	Vendor to confirm	
6.	Point numbers 1 to 5 are the Mandatory Qualification Requirements. Offers of vendors not meeting these requirements will NOT be considered.	Vendor to confirm	

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TECHNO-COMMERCIAL CHECKLIST

SL. NO.	TERMS & CONDITION	VENDOR CONFIRMATION / REPLY/ SUBMIT
TENDER DETAILS		
1	BIDDER NAME	
2	GEM BID NO	
TECHNICAL & QUALITY REQUIREMENTS		
3	ALL VENDORS TO PROVIDE POINT WISE REPLY/CONFIRMATION ALONG WITH RELEVANT SUPPORTING DOCUMENTS TO EACH AND EVERY POINT OF PRE-QUALIFICATION REQUIREMENT/PQR FOR ALL ENQUIRY ITEMS. NONCOMPLIANCE OF THESE MAY LEAD TO REJECTION OF OFFER AS THESE ARE ESSENTIAL CONDITION FOR PARTICIPATING IN TENDER ENQUIRY.	
4	VENDOR TO SUBMIT TECHNICAL DATA SHEET ALONG WITH OFFER OF OFFERED ITEMS	
5	VENDOR TO CONFIRM TO PROVIDE MATERIAL (CHEMICAL & MECHANICAL), DIMENSIONAL AND SURFACE TREATMENT TEST CERTIFICATES AS PER ENQUIRY DOCUMENTS ALONG WITH MATERIAL SUPPLY	
6	VENDOR TO CONFIRM TO PROVIDE CERTIFICATE OF CONFORMANCE	
7	VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND SAME SHOULD BE MENTIONED IN IDENTIFICATION REPORTS.	
COMMERICAL REMARKS		
8	VENDOR TO CONFIRM TO SUPPLY ITEMS AS PER ENQUIRY.	
9	<p>BREACH OF CONTRACT CLAUSE:</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short closure, etc., will be applied as per provisions of the contract.</p>	
10	<p>ACTION AGAINST BIDDERS / VENDOR / SUPPLIER / CONTRACTOR IN CASE OF DEFAULT: 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 https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</p>	
11	REST TERMS AND CONDITIONS AS PER GEM (LATEST VERSION- APPLICABLE AT THE TIME OF ISSUANCE OF ENQUIRY) & BHEL ENQUIRY.	

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.
- VENDOR TO SUPPLY AS PER BHEL SPECIFICATIONS MENTIONED IN GEM TENDER WITHOUT ANY DEVIATION.

2. ITEM DETAILS-

AS PER ANNEXURE- 1

3. QUALITY REQUIREMENTS –

- VENDOR TO PROVIDE MATERIAL (CHEMICAL & MECHANICAL), DIMENSIONAL AND SURFACE TREATMENT TEST CERTIFICATES AS PER ENQUIRY DOCUMENTS ALONG WITH MATERIAL SUPPLY. VENDOR TO PROVIDE MATERIAL TEST CERTIFICATE (MTC) FROM NABL ACCREDITED LAB
- VENDOR TO PROVIDE CERTIFICATE OF CONFORMANCE.
- VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND SAME SHOULD BE MENTIONED IN IDENTIFICATION REPORTS.

4. 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 %.

5. 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.

6. 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.

7. 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

8. KINDLY SUBMIT MAKE IN INDIA CERTIFICATE AS PER ATTACHED FORMAT ONLY.

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 OMMITS 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 EXTANT GUIDELINES OF THE COMPANY AVAILABLE ON 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) AND BHEL ENQUIRY.

22. THE TENDER ENQUIRY HAS BEEN ISSUED ON GEM AND BHEL PORTALS FOR WIDER CIRCULATION. HOWEVER, THE OFFER IS TO BE SUBMITTED THROUGH GEM PORTAL ONLY. ALSO, ALL FUTURE CORRIGENDUM/CORRIGENDA, ADDENDUM/ADDENDA, AMENDMENTS, TIME EXTENSIONS, CLARIFICATIONS, ETC. AGAINST THE PUBLISHED GEM BID SHALL BE ISSUED ON GEM PORTAL ONLY. HENCE, THE BIDDERS ARE ADVISED TO CHECK GEM PORTAL ONLY FOR LATEST UPDATES/AMENDMENTS/COMMUNICATIONS ISSUED BY BHEL AGAINST THE CURRENT TENDER.”

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, amendment dated 16.09.2020 and any subsequent circulars issued thereafter 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.