



**BHARAT HEAVY ELECTRICALS LIMITED**

**HEEP HARIDWAR INDIA-PIN 249403**

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**REQUIREMENT OF SEAMLESS TUBES (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 (METER)	Delivery Schedule (Days)
1	DFPW10501096	SEAMLESS COLD FINISHED S32100 (TP321) TUBE AS PER BHEL SPEC: AA10755 AND HAVING SURFACE HARDNESS ON OUTER DIA <= 85 HRB SPEC: AA10755 REV: 09 SIZE: OD X T(MM):18 X 2	126	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 SUBMIT DULY FILLED, SIGNED & STAMPED OF **TECHNICAL CHECKLIST** ALONG WITH OFFER.
5. VENDOR TO CONFIRM TO PROVIDE MATERIAL (CHEMICAL & MECHANICAL INCLUDING HARDNESS) & DIMENSIONAL 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.
8. +/- 5% GENERAL TOLERANCE IN QTY MAY BE ACCEPTABLE.
9. MINIMUM 3M LENGTH OF EACH IS REQUIRED.
10. EARLY DELIVERY IS ACCEPTABLE.

**QUALIFYING CONDITIONS for SEAMLESS COLD FINISHED S32100 (TP321) TUBE as per ASTM A312 (AA10755)**

Sl. no.	PQR Requirement	Action	Vendor Response (Yes / No / Enclosed)
1.	ISO 9001 certified Company which can manufacture or supply SEAMLESS COLD FINISHED STAINLESS STEEL Tubes as per ASTM A312, TP321. Vendor to submit valid ISO 9001 certificate.	Vendor to confirm & submit	
2.	Vendor to submit Documentary proof of supply of SEAMLESS COLD FINISHED STAINLESS STEEL Tubes as per ASTM A312, TP321. ( <i>copy of Unpriced PO/Dispatch docs etc to be submitted.</i> )	Vendor to submit	
3.	Vendor has studied and understood the requirement of BHEL specification AA10755	Vendor to confirm	
4.	Details of Manufacturing Facilities such as Extrusion, Rolling, Heat treatment, etc. utilized in manufacturing of seamless cold finished tubes to be provided.	Vendor to submit	
5.	Who can provide Material Test Certificate (MTC) from NABL accredited lab.	Vendor to confirm & submit	
6.	<b>Note:</b> (i) <i>In case of trader/stockist, vendor to submit details as per point 4 above of their principal manufacturer along with the authorization certificate from principal manufacturer with the offer. Offers of trader/stockist without these details <b>will not be considered.</b></i> (ii) <i>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 &amp; confirm.</i>	Vendor to confirm	
7.	Point numbers 1 to 6 are the Mandatory Qualification Requirements. Offers of vendors not meeting these requirements will NOT be considered.	Vendor to confirm	

AGM/DPE

**TECHNICAL PARAMETERS CHECK LIST**  
**DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR**

SN.	PARAMETERS	VALUES			RESPONSE TYPE	VENDOR RESPONSE
1	ITEM CODES SL No	MAT CODE	SIZE (ODxT)	UNIT		
	ITEM 1	DFPW10501096	18 X 2	MM	Input Value →	
2	MATERIAL SPECIFICATION	AA10755 REV 09		-	To confirm →	
3	MATERIAL GRADE	S32100 (TP321)		-	Input Value →	
4	TUBE TYPE	SEAMLESS COLD FINISHED		-	To confirm →	
5	HARDNESS CONDITION (applicable for item no 5 to item 18)	SURFACE HARDNESS ON OUTER DIA <= 85 HRB		-	Input Value →	
6	CHEMICAL PROPERTIES	AS PER AA10755		-	To confirm →	
7	MECHANICAL PROPERTIES	AS PER AA10755		-	To confirm →	
8	CERTIFICATION					
8.1		MATERIAL TEST CERTIFICATE FROM NABL ACCREDITED LAB		Y/N	To confirm →	
8.2		Certificate of Conformance / Compliance (COC)		Y/N	To confirm →	
9	<p>VENDOR REMARKS: Vendor to give here details of quoted item and deviations, if any.</p> <p><i>Specify the Make &gt;&gt; and Model quoted. &gt;&gt; Deviation, if any &gt;&gt;</i></p>					

## **TECHNO-COMMERCIAL CHECKLIST**

SL. NO.	TERMS & CONDITION	VENDOR CONFIRMATION / REPLY/ SUBMIT
<b>TENDER DETAILS</b>		
<b>1</b>	BIDDER NAME	
<b>2</b>	GEM BID NO	
<b>TECHNICAL &amp; QUALITY REQUIREMENTS</b>		
<b>3</b>	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.	
<b>4</b>	VENDOR TO CONFIRM TO PROVIDE MATERIAL (CHEMICAL & MECHANICAL INCLUDING HARDNESS) & DIMENSIONAL TEST CERTIFICATES AS PER ENQUIRY DOCUMENTS ALONG WITH MATERIAL SUPPLY	
<b>5</b>	VENDOR TO CONFIRM TO PROVIDE CERTIFICATE OF CONFORMANCE	
<b>6</b>	VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND SAME SHOULD BE MENTIONED IN IDENTIFICATION REPORTS	
<b>COMMERICAL REMARKS</b>		
<b>7</b>	VENDOR TO CONFIRM TO SUPPLY THE ITEMS AS PER ENQUIRY.	
<b>8</b>	<p><b>BREACH OF CONTRACT CLAUSE:.</b></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> <p>i. from dues available in the form of Bills payable to defaulted supplier against the same contract.</p> <p>ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit</p> <p>iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p> <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short closure, etc., will be applied as per provisions of the contract.</p>	
<b>9</b>	<p><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-upplierscontractors</a>"</p>	
<b>10</b>	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 INCLUDING HARDNESS) & DIMENSIONAL TEST CERTIFICATES AS PER ENQUIRY DOCUMENTS ALONG WITH MATERIAL SUPPLY.
- VENDOR TO PROVIDE CERTIFICATE OF CONFORMANCE.
- VENDOR 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 %.
- VENDOR/SUPPLIER HAS TO UPLOAD DIGITALLY SIGNED INVOICE & DOCUMENTS ON B2B PORTAL.

### **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. 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.**

### **9. 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.

### **10. 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.

#### **11. 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.

#### **12. 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."

**13. 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-businessdealing-suppliers-contractors)

**14. 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](http://www.bhel.com) AND/OR UNDER APPLICABLE LEGAL PROVISIONS.

**15. 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.

**16. 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 CERTIFICATE

**17.** 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.

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

**19.** 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.

**20.** REST TERMS AND CONDITIONS SHALL BE AS PER GEM (LATEST VERSION- APPLICABLE AT THE TIME OF ISSUANCE OF ENQUIRY) AND BHEL ENQUIRY.

**21.** 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.”