



ANNEXURE- 1

REQUIREMENT OF OIL CAN, SCREWDRIVER etc.

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	W97051402013	FLUORESCENT TUBE LIGHT (F8T5) SIZE T5; WATT=8W, V=120 VOLT, LENGTH=12 INCH, 385LUMEN (APPRO X.), MOUNTING: BI-PIN BASE, COLOUR COOL WHITE; MODEL RS CODE NO: 561- 606 OR PHILIPS F8T5/CW (120VOLT) OR EQUIVALANT	77	45
2	W97051402021	STARTER ST151 SERIES (OSRAM) TYPE GLOWSTARTER 4W-20W 110V L=35 MM, D=21.5 MM NO. OF PINS 2 RS STOCK NO. 106-537 N.STD:RS CATALOGUE SIZE: RS STOCK NO. 106-537	24	45
3	W97017113020	METAL OIL CAN/OILER ALONG WITH FLEXIBLE INTERCHANGEABLE SPOUT, CAPACITY 500 ML, RS STOCK NO.: 672-138 OR EQUIVALENT	31	45
4	W97017115066	INSULATED SCREWDRIVER FOR SLOTTED HEAD SCREW, SIZE: 0.4X2 MM (TIP THICKNESS X TIP WIDTH), BLADE LENGTH:70 MM, BLADE MATERIAL: STEEL, INSULATED UP TO 1000V, RS STOCK NO. 621-297 OR EQUIVALENT	18	45
5	W97017115082	INSULATED SCREWDRIVER FOR SLOTTED HEAD SCREW, SIZE: 0.5X3 MM (TIP THICKNESS X TIP WIDTH), BLADE LENGTH:100 MM, BLADE MATERIAL: STEEL, INSULATED UP TO 1000V, RS STOCK NO.815-571 OR 876-4941 OR EQUIVALENT	24	45
6	W97017115090	INSULATED SCREWDRIVER FOR SLOTTED HEAD SCREW, SIZE: 0.8X4 MM (TIP THICKNESS X TIP WIDTH), BLADE LENGTH:125 MM, BLADE MATERIAL: STEEL, INSULATED UP TO 1000V, RS STOCK NO. 621-304 OR 125-2144 OR EQUIVALENT	24	45

7	W97017115104	INSULATED SCREWDRIVER FOR SLOTTED HEAD SCREW, SIZE: 1X5.5 MM (TIP THICKNESS X TIP WIDTH), BLADE LENGTH:150 MM, BLADE MATERIAL: STEEL, INSULATED UP TO 1000V, RS STOCK NO. 621-310 OR 125-2145 OR EQUIVALENT	24	45
8	W97017115112	INSULATED SCREWDRIVER FOR SLOTTED HEAD SCREW, SIZE: 1.2X6.5 MM (TIP THICKNESS X TIP WIDTH), BLADE LENGTH:150 MM ,BLADE MATERIAL: STEEL, INSULATED UP TO 1000V, RS STOCK NO. 621-326 OR EQUIVALENT	24	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. KINDLY UPLOAD/ATTACH THE SPECIFICATION DETAILS/ CATALOGUE OF OFFERED ITEMS.
3. KINDLY ARRANGE TO SUBMIT **TECHNICAL CHECK LIST** FOR ITEM NO. 1 & 2 ALONG WITH YOUR OFFER.
4. KINDLY ARRANGE TO SUBMIT **TECHNO-COMMERCIAL CHECKLIST** ALONG WITH YOUR OFFER.
5. VENDOR TO CONFIRM TO PROVIDE TEST CERTIFICATES AS PER DESIRED MANUFACTURER'S STANDARD PRACTICE INCLUDING DOCUMENTS CONFORMING TO ENQUIRY MAKE/MODEL/PART NO. ALONG WITH THE MATERIAL.
6. IN CASE OF EQUIVALENT, VENDOR TO CONFIRM TO PROVIDE TEST CERTIFICATES OF CONFORMING TECHNICAL PARAMETERS OF ITEMS.
7. VENDOR TO CONFIRM TO PROVIDE CERTIFICATE OF CONFORMANCE.
8. VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND SAME SHOULD BE MENTIONED IN IDENTIFICATION REPORTS.
9. EARLIER DELIVERY IS ACCEPTABLE.

QUALIFYING CONDITIONS

Only those vendors should quote

Sl.	PQR Requirement	Vendor's Action	Vendor's Response (Yes / No / Remarks, if any)
1.	<p>a) Vendor who has supplied electrical item/s to defense establishments like OFB, ISRO, HAL, BEL, BHEL-DABG etc.</p> <p>Vendor to submit experience of supply of item/s to defense establishments. Documents like Unpriced PO copy, dispatch docs etc to be submitted.</p>	Vendor to confirm & submit	
	b) There shall be no pending rejections of the supplied PO.	Vendor to confirm	
2.	Who can supply item/s as per BHEL requirements.	Vendor to confirm	
3.	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 accept/ confirm	
4.	Point numbers 1 to 3 are the Mandatory Qualification Requirements. Offers of vendors not meeting these requirements will NOT be considered.	Vendor to confirm	

AGM/DPE

TECHNICAL CHECK LIST (Ref. PQR2024-25-121)
STARTER ST151 & TUBE

A)	Requirement	Vendor's Confirmation (Yes/No)
1	Vendor to confirm to provide OEM or Authorized-Dealer/Distributor Certificate of Conformance (OEM or AD-COC/ Traceability) along with the supplies.	
2	Vendor to confirm that the item/s have been offered fully complying to BHEL's requirements.	

B)	Vendor to fill the details for following items (Refer separate technical sheet also).			
SN	BHEL Mat.Code	Item Description	Vendor to specify whether the offered item is same model no. as specified by BHEL in item description or any alternate item.	Vendor to indicate Make/Model number of offered item.
1	W97051402013	FLUORESCENT TUBE LIGHT (F8T5) SIZE T5; WATT=8W, V=120 VOLT, LENGTH=12 INCH, 385LUMEN(APPRO X.), MOUNTING: BI-PIN BASE, COLOUR COOL WHITE; MODEL RS CODE NO: 561- 606 OR PHILIPS F8T5/CW(120VOLT) OR EQUIVALANT		
2	W97051402021	STARTER ST151 SERIES (OSRAM) TYPE GLOWSTARTER 4W-20W 110V L=35 MM, D=21.5 MM NO. OF PINS 2 RS STOCK NO. 106-537		

Note: Vendor to submit product catalogue of offered item/s against the above.

TECHNO-COMMERCIAL CHECKLIST

SL. NO.	TERMS & CONDITION	VENDOR CONFIRMATION /REMARKS / REPLY
TENDER DETAILS		
1	BIDDER NAME	
2	GEM BID NO	
QUALITY & TECHNICAL REMARKS		
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	KINDLY UPLOAD/ATTACH THE SPECIFICATION DETAILS/ CATALOGUE OF OFFERED ITEMS.	
5	KINDLY ARRANGE TO SUBMIT TECHNICAL CHECK LIST FOR ITEM NO. 1 & 2 ALONG WITH YOUR OFFER.	
6	VENDOR TO CONFIRM TO PROVIDE TEST CERTIFICATES AS PER DESIRED MANUFACTURER'S STANDARD PRACTICE INCLUDING DOCUMENTS CONFORMING TO ENQUIRY MAKE/MODEL/PART NO. ALONG WITH THE MATERIAL.	
7	IN CASE OF EQUIVALENT, VENDOR TO CONFIRM TO PROVIDE TEST CERTIFICATES OF CONFORMING TECHNICAL PARAMETERS OF ITEMS.	
8	VENDOR TO CONFIRM TO PROVIDE CERTIFICATE OF CONFORMANCE.	
9	VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND SAME SHOULD BE MENTIONED IN IDENTIFICATION REPORTS.	
COMMERICAL REMARKS		
10	ITEM IS TO BE SUPPLIED AS PER TECHNICAL SPECIFICATION	
11	<p>BREACH OF CONTRACT, REMEDIES AND TERMINATION::</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>	
12	<p>ACTION AGAINST BIDDERS / VENDOR / SUPPLIER / CONTRACTOR IN CASE OF DEFAULT:</p> <p>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"AVAILABLEATBHEL'SWEBSITE https://www.bhel.com/guidelines-suspension-business-dealings-upplierscontractors"</p>	
13	REST TERMS AND CONDITIONS SHALL BE as per GEM (Latest Version- applicable at the time of issuance of enquiry) and Enquiry ATC (ADDITIONAL TERMS & CONDITIONS)	

ADDITIONAL TERMS & CONDITIONS

1. GENERAL INSTRUCTIONS:

- 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.
- KINDLY ARRANGE TO SUBMIT **TECHNICAL CHECK LIST** FOR ITEM NO. 1 & 2 ALONG WITH YOUR OFFER.
- KINDLY ARRANGE TO SUBMIT **TECHNO-COMMERCIAL CHECKLIST** ALONG WITH YOUR OFFER
- 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 –

1. VENDOR TO CONFIRM TO PROVIDE TEST CERTIFICATES AS PER DESIRED MANUFACTURER'S STANDARD PRACTICE INCLUDING DOCUMENTS COFORMING TO ENQUIRY MAKE/MODEL/PART NO. ALONG WITH THE MATERIAL.
2. IN CASE OF EQUIVALENTS, VENDOR TO CONFIRM TO PROVIDE MATERIAL & DIMENSIONAL TEST CERTIFICATES OF ITEMS MEETING ENQUIRY REQUIREMENT.
3. VENDOR TO CONFIRM TO PROVIDE CERTIFICATE OF CONFORMANCE.
4. 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 CONTACT THE GEM HELPDESK, IN CASE OF ANY ISSUES.

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-business-dealings-supplierscontractors>

- 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.

- 15.** 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 OMTS 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).