



## **ANNEXURE- 1**

### **REQUIREMENT OF POWER SUPPLY MODULE**

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       | W97053601048 | POWER SUPPLY MODULE<br>PSS 507A LN-300 OF<br>M/S LES ELETTO NICA OR EQUIVALENT<br>SIZE: P/N 157632061 | 3               | 30              |

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 **TECHNO-COMMERCIAL CHECKLIST** ALONG WITH YOUR OFFER.
4. KINDLY ARRANGE TO **SUBMIT TECHNO-COMMERCIAL CHECKLIST** ALONG WITH YOUR OFFER.
5. VENDOR TO CONFIRM TO PROVIDE TEST CERTIFICATES/DOCUMENTS AS PER MANUFACTURER STANDARD PRACTICE CONFORMING TO ENQUIRY MAKE/MODEL/SPEC.
6. IN CAE OF EQUIVALENT, VENDOR TO CONFIRM TO PROVIDE MANUFACTURER ISSUED DOCUMENTS CONFORMING TECHNICAL PARAMETERS OF ENQUIRED ITEM.
7. VENDOR TO ALSO CONFIRM TO PROVIDE CERTIFICATE OF CONFORMANCE.
8. VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND THEIR REPORT ACCORDINGLY.
9. KINDLY SUBMIT MAKE IN INDIA CERTIFICATE AS PER ATTACHED FORMAT ONLY.
10. EARLIER DELIVERY IS ACCEPTABLE.

**QUALIFYING CONDITIONS FOR POWER SUPPLY MODULE:**

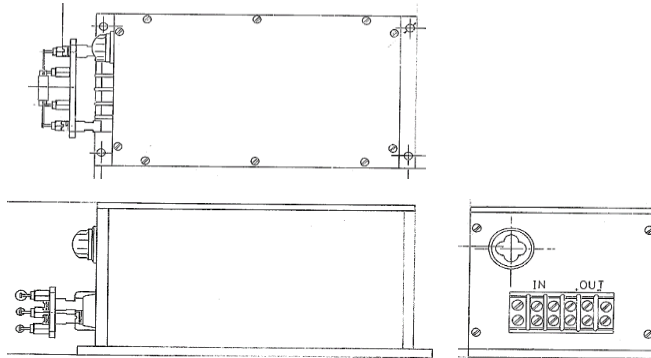
Only those vendors should quote

| Sl. | PQR Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Vendor Response            | Vendor Response (Yes / No / Enclosed) |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------------|
| 1.  | <p>who is manufacturer or authorized dealer/distributor of the specified power supply module (PSS 507A LN-300 of LES ELETTRO NICA) or equivalent (for 76mm SRGM).</p> <p>Or;</p> <p>who has previously supplied POWER SUPPLY MODULE PSS 507A LN-300 of LES ELETTRO NICA or equivalent (for 76mm SRGM).</p> <p><b>(Relevant documentary evidence to prove qualifying requirement as per the above are to be submitted by vendor (viz. PO copy/dispatch documents/ Authorized dealer certificate etc.)</b></p> | Vendor to confirm & submit |                                       |
| 2.  | <p>who can provide Certificate of Conformance (COC)<br/>(also known as Certificate of Conformity or Certificate of Compliance)</p>                                                                                                                                                                                                                                                                                                                                                                           | Vendor to confirm          |                                       |
| 3.  | <p><i>Point numbers 1 to 2 are the Mandatory Qualification Requirements. Offers of vendors not meeting these requirements will NOT be considered.</i></p>                                                                                                                                                                                                                                                                                                                                                    | Vendor to accept           |                                       |

AGM/DPE

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

**ITEM CODE** W97053601048  
**ITEM NAME** POWER SUPPLY MODULE  
**ITEM PART NO** P/N 157632061  
**INTERNATIONAL EQUIVALENT** PSS 507A LN-300 OF M/S LES ELETTRONICA



| SN. | PARAMETERS                                 | VALUES                                                 | UNIT | RESPONSE TYPE       | VENDOR RESPONSE |
|-----|--------------------------------------------|--------------------------------------------------------|------|---------------------|-----------------|
| 1   | ITEM                                       | POWER SUPPLY MODULE                                    | -    | To confirm →        |                 |
| 2   | SPECIFICATION                              | PSS 507A LN-300 OF M/S LES ELETTRONICA                 | -    | Input Value →       |                 |
| 3   | INCLUDING LAMPS                            | 24 / 28 V                                              | YES  | Input Value →       |                 |
| 4   | CERTIFICATION                              | CERTIFICATE OF CONFORMANCE / COMPLIANCE (COC)          | Y    | Confirm to supply → |                 |
| 5   | INDICATE MAKE/MODEL NUMBER                 | VENDOR TO INDICATE MAKE & MODEL NUMBER OF OFFERED ITEM | -    | Input Value →       |                 |
| 6   | PRODUCT MANUAL/ CATALOGUE, DATA SHEET ETC. | VENDOR TO SUBMIT                                       | Y/N  | To submit →         |                 |
| 7   | VENDOR REMARKS                             |                                                        |      |                     |                 |

| TECHNO-COMMERCIAL CHECKLIST |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                            |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| SL. NO.                     | TERMS & CONDITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | VENDOR<br>CONFIRMATION<br>/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 <b>PRE-QUALIFICATION REQUIREMENT/PQR</b> 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                           | VENDOR TO CONFIRM TO PROVIDE TEST CERTIFICATES/DOCUMENTS AS PER MANUFACTURER STANDARD PRACTICE CONFORMING TO ENQUIRY MAKE/MODEL/SPEC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                            |
| 6                           | IN CAE OF EQUIVALENT, VENDOR TO CONFIRM TO PROVIDE MANUFACTURER ISSUED DOCUMENTS CONFORMING TECHNICAL PARAMETERS OF ENQUIRED ITEM.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                            |
| 7                           | VENDOR TO ALSO CONFIRM TO PROVIDE CERTIFICATE OF CONFORMANCE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |
| 8                           | VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND THEIR REPORT ACCORDINGLY.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                            |
| COMMERICAL REMARKS          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                            |
| 9                           | ITEM IS TO BE SUPPLIED AS PER TECHNICAL SPECIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                            |
| 10                          | KINDLY SUBMIT MAKE IN INDIA CERTIFICATE AS PER ATTACHED FORMAT ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                            |
| 11                          | <b>BREACH OF CONTRACT CLAUSE:</b><br>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:<br>I.FROM DUES AVAILABLE IN THE FORM OF BILLS PAYABLE TO DEFAULTED SUPPLIER AGAINST THE SAME CONTRACT.<br>II.FROM THE DUES PAYABLE TO DEFAULTED SUPPLIER AGAINST OTHER CONTRACTS IN THE SAME REGION/UNIT /ANY OTHER REGION/UNIT<br>III.IN-CASE RECOVERIES ARE NOT POSSIBLE WITH ANY OF THE ABOVE AVAILABLE OPTIONS, LEGAL ACTION SHALL BE INITIATED FOR RECOVERY AGAINST DEFAULTED SUPPLIER.<br>FURTHER, LEVY OF LIQUIDATED DAMAGES, DEBARMENT, TERMINATION, DE-SCOPING, SHORT CLOSURE, ETC., WILL BE APPLIED AS PER PROVISIONS OF THE CONTRACT. |                                            |
| 12                          | <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”AVAILABLEATBHEL’SWEBSITE <a href="https://www.bhel.com/guidelines-suspension-business-dealings-upplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-upplierscontractors</a> ”                                                                                     |                                            |
| 13                          | REST GENERAL TERMS AND CONDITIONS SHALL BE AS PER GEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                            |

**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/DOCUMENTS AS PER MANUFACTURER STANDARD PRACTICE CONFORMING TO ENQUIRY MAKE/MODEL/SPEC.
- IN CASE OF EQUIVALENT, VENDOR TO CONFIRM TO PROVIDE MANUFACTURER ISSUED DOCUMENTS CONFORMING TECHNICAL PARAMETERS OF ENQUIRED ITEM.
- VENDOR TO ALSO CONFIRM TO PROVIDE CERTIFICATE OF CONFORMANCE.
- VENDOR TO CONFIRM TO PROVIDE IDENTIFICATION OF ALL ITEMS AND THEIR REPORT ACCORDINGLY.

### **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 WITHIN 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. KINDLY SUBMIT MAKE IN INDIA CERTIFICATE AS PER ATTACHED FORMAT ONLY.**

### **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-business-dealings-supplierscontractors>

**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).

**16.** 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 EXANT GUIDELINES OF THE COMPANY AVAILABLE ON WWW. BHEL.COM AND/OR UNDER APPLICABLE LEGAL PROVISIONS.

#### **17. 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.

**18.** 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

**19.** 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.

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

**21.** 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.

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