Item No.	Parameter	BHEL's Requirement	Vendor's Offer
	Item	Analogue pressure gauge	
	Range	0-4 bar	
	Dial size	62 mm	
10	Mounting	Bottom direct mount	
	Connection size	1/4" BSP male	
	Quantity	14 Nos.	
	Item	Analogue pressure gauge	
	Range	0-4.2 kg/cm <sup>2</sup>	
	Dial size	6"	
20	Mounting	Bottom direct mount, Type A	
	Connection size	3/8" BSP male	
	Quantity	2 Nos.	
	Item	Analogue pressure gauge	
	Range	0-6 bar	
	Dial size	62 mm	
30	Mounting	Bottom direct mount	
	Connection size	1/4" BSP male	
		14 Nos.	
	Quantity		
	Item	Analogue pressure gauge	
	Range	0-10 kg/cm <sup>2</sup>	
40	Dial size	42 mm	
	Mounting	Bottom direct mount, Type A	
	Connection size	1/8" BSP male	
	Quantity	2 Nos.	
	Item	Analogue pressure gauge	
	Range	0-10 bar	
50	Dial size	62 mm	
	Mounting	Bottom direct mount	
	Connection size	1/4" BSP male	
	Quantity	10 Nos.	
	Item	Analogue pressure gauge	
	Range	0-10 kg/cm2	
60	Dial size	80 mm	
00	Mounting	Bottom direct mount	
	Connection size	3/8" BSP male	
	Quantity	4 Nos.	
	Item	Analogue pressure gauge	
	Range	0-14 kg/ cm2	
70	Dial size	62 mm	
7.0	Mounting	Back mount	
	Connection size	1/4" BSP male	
	Quantity	4 Nos.	
	Item	Analogue pressure gauge	
	Range	0-14 kg/cm2	

tem No.	Parameter	BHEL's Requirement	Vendor's Offer
	Dial size	82 mm	
80	Mounting	Bottom direct mount	
	Connection size	3/8" BSP male	
	Quantity	2 Nos.	
	Item	Analogue pressure gauge	
	Range	0-14 kg/cm2	
	Dial size	98 mm	
90	Mounting	Bottom mounting	
	Connection size	3/8" BSP male	
	Quantity	6 Nos.	
	Item	Analogue pressure gauge	
	Range	0-16 bar	
	Dial size	98 mm	
100	Mounting	Bottom direct mount	
	Connection size	1/2" BSP male	
	Quantity	1 Nos.	
	Item		
		Analogue pressure gauge	
	Range	0-20 kg/ cm2 100 mm	
110	Dial size		
	Mounting	Bottom direct mount	
	Connection size	1/2" BSP male	
	Quantity	25 Nos.	
	Item	Analogue pressure gauge	
	Range	0-25 kg/cm2	
120	Dial size	62 mm	
	Mounting	Bottom direct mount	
	Connection size	1/4" BSP male	
	Quantity	5 Nos.	
	Item	Analogue pressure gauge	
	Range	0-28 kg/ cm2	
130	Dial size	42 mm	
	Mounting	Bottom direct mount	
	Connection size	1/8" BSP male	
	Quantity	1 Nos.	
	Item	Analogue pressure gauge	
	Range	0-28 kg/ cm2	
140	Dial size	62 mm	
	Mounting	Bottom direct mount	
	Connection size	1/4" BSP male	
	Quantity	4 Nos.	
	Item	Analogue pressure gauge	
	Range	0-35 kg/cm2	
150	Dial size	100 mm	
150	Mounting	Bottom direct mount	
	Connection size	1/2" BSP male	

Item No.	Parameter	BHEL's Requirement	Vendor's Offer
	Quantity	6 Nos.	
	Item	Analogue pressure gauge	
	Range	0-40 kg/cm2	
	Dial size	62 mm	
160	Mounting	Bottom direct mount	
	Connection size	1/4" BSP male	
	Quantity	2 Nos.	
	Item	Analogue pressure gauge	
	Range	0-100 kg/cm2	
	Dial size	62 mm	
170	Mounting	Bottom direct mount	
	Connection size	1/4" BSP male	
	Quantity	1 Nos.	
	Item	Analogue pressure gauge	
	Range	0-100 kg/cm2	
	Dial size	62 mm	
180	Mounting	Back mount	
	Connection size	1/4" BSP male	
		2 Nos.	
	Quantity	2 NOS.	
	Item	Analogue pressure gauge (glycerin filled)	
	Range	0-100 kg/ cm <sup>2</sup>	
190	Dial size	6"	
	Mounting	Bottom direct mount, Type A	
	Connection size	3/8" BSP male	
	Quantity	2 Nos.	
	Item	Analogue pressure gauge	
	Range	0-140 kg/cm2	
000	Dial size	62 mm	
200	Mounting	Back mount	
	Connection size	1/4" BSP male	
	Quantity	1 Nos.	
	Item	Analogue pressure gauge	
	Range	0-160 kg/ cm2	
04.0	Dial size	62 mm	
210	Mounting	Bottom direct mount	
	Connection size	1/4" BSP male	
	Quantity	2 Nos.	
	Item	Analogue pressure gauge	
	Range	0-160 kg/cm2	
220	Dial size	62 mm	
	Mounting	Back mount	
	Connection size	1/4" BSP male	
	Quantity	1 Nos.	+

Technical Specifications of Field Instruments Required for BHEL, PPPU - Thirumayam  Item No. Parameter BHEL's Requirement Vendor's Offe			
item No.		BHEL's Requirement	vendor s Offer
	Item	Analogue pressure gauge	
	Range Dial size	0-400 kg/ cm2 62 mm	
230			
	Mounting	Back mounting	
	Connection size	1/4" BSP male	
	Quantity	1 Nos.	
	Item	Analogue pressure gauge	
	Range	0-400 bar	
240	Dial size	62 mm	
	Mounting	Back mount	
	Connection size	1/4" BSP male	
	Quantity	2 Nos.	
	Item	Analogue pressure gauge (glycerin filled)	
	Range	0-700 kg/cm <sup>2</sup>	
250	Dial size	6"	
	Mounting	Bottom direct mount, Type A	
	Connection size	3/8" BSP male	
	Quantity	1 No.	
	Item	Analogue pressure gauge	
	Range	0-1000 bar	
	Dial size	100 mm	
260	Mounting	Bottom direct mount	
	Connection size	1/2" BSP male	
	Quantity	4 Nos.	
	Item	Analogue temperature gauge	
	Range	0-120 deg C	
	Accuracy	±2% of FSD	
	Dial size	100 mm	
	Material	SS304	
	Protection	IP65	
270	Mounting	Bottom direct mount	
210	Connection size	1/2" BSP male	
	Window		
	VVIIIGOW	Glass/ acrylic Instruction manual and valid calibration	
	Degumente		
	Documents	certificate shall be sent along with the	
	Quantity	material 4 Nos.	

Common specifications for all the pressure gauges (item 10 to item 260)			
1	Accuracy	±1% of FSD	
2	Protection	IP66 or better	
3	Sensing element	Bourdon & socket	
4	Element materials	SS316	

	Technical Specifications of Field Instruments Required for BHEL, PPPU - Thirumayam			
Item No.	Parameter	BHEL's Requirement	Vendor's Offer	
5	Movement materials	SS304		
6	Window	Glass/ acrylic		
7	Dial	Aluminium		
8	Pointer	Micrometer type		
9	Over pressure withstanding	Approx. 1.3 times of full scale pressure		
10	Documents	Instruction manual and valid calibration certificate shall be sent along with the materials.		

## $\label{lem:pre-Qualification} \textbf{Pre-Qualification Criteria for Procurement of Field Instruments for BHEL, PPPU-Thirumayam}$

1. The bidder has to submit at least one PO copy for supply of analogue type field instruments such as pressure gauges, temperature gauges etc. to their customers in the last seven years from the date of the tender.

## <u>Annexure – A- Additional Terms and Conditions for GeM Enquiry</u>

The terms and condition mentioned in this document are applicable in addition to the GeM General Terms and Conditions. Bidders shall furnish pointwise confirmation/details.

<u>To be filled by bidder</u>			
Descri	ption of the Equipment:		
GeM T	ender No. & Date		
	of the firm (Bidder)	:	
Addre	ss	:	
Contac	ct details	Contact person 1 Name: Designation: Office Phone: Mobile: e-mail: Contact person 2 Name: Designation: Office Phone: Mobile:	
		e-mail:	
	Quotation reference with date	<u>  :</u>	T
SI. No	Terms and cond	litions	Vendor's confirmation
1.	Technical:		confirmation
2.	Supply of Field Instruments Request Thirumayam shall be as per technical Spenduiry.  Bidder shall comply the technical specifical clarifications/deviations to the specifical clearly indicated in the above format elsewhere in the offer will not be evaluated.  Pre-qualification requirement:	pecifications attached with the cation as per the enquiry. Any ation requirements are to be Hidden deviations indicated	
	Offer shall be considered only if Prequalification requirement (Annexure-Qualification requirement of the tender technical bid - the credentials and other PQR in the format prescribed. Otherwise	B). Vendor to comply with Pre- r and submit along with their documents as indicated in the	
3.	Inspection by BHEL/as per Technical spec		
4.	Vendor offers will be considered for fulfilment of techno commercial suitabilit		
5.	Evaluation of tender will be item wise		
6.	Payment terms:		
	Payment terms for Non MSME Su	ippliers: Within 90 days after CRAC	
		tems are not manufactured by the on-MSME supplier for this tender.	
	after CRAC. To entitle the above	Enterprises (MSEs): Within 45 days payment terms, the supplier should litem and should upload UDYAM f MSE.	

	<ol> <li>Payment terms for Medium Enterprises: Within 60 days after CRAC.         To entitle the above payment terms, the supplier should be manufacturer of the offered item and should upload UDYAM Registration Certificate in proof of Medium Enterprises.     </li> </ol>	
	Payment shall be as per above terms.  This a mandatory deemed accepted clause if you are submitted your offer through GeM. Any deviation in this clause anywhere in the offer will be ignored. If a supplier has submitted their offer against this enquiry, it shall be construed that they have accepted the above payment terms relevant to their MSME category without any deviation (Dealers/Traders (if the quoted items are not manufactured by the supplier) shall be considered as Non-MSME supplier for this tender).	
	In case of Auto PRC/CRAC, Payment due date shall be calculated from CRAC date or material acceptance date by BHEL whichever is later.	
7.	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	
8.	Liquidated Damages:  LD terms shall be as per GeM General Terms and Conditions.  Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/e-waybill/Railway Receipt date, whichever is later will be considered for LD calculation.	
9.	Delivery term: The quote shall be on FOR BHEL Thirumayam destination basis inclusive of Packing, forwarding, Freight also to yours account. Transit Insurance is under Supplier scope.	
10.	Performance Bank Guarantee: Not Applicable	
11.	If Guarantee / Warranty period is applicable as per tender specification, No deviation is permitted and deviated offers are liable for rejection.	
12.	<b>Repair &amp; replacements:</b> Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.	
13.	Kindly Indicate the HSN Code for all items	HSN CODE :
14.	Rate quoted in GeM portal should be on FOR destination basis inclusive of all taxes, freight etc. Transit Insurance is under Supplier scope.	GST in %:
	<b>Please indicate the applicable GST %,</b> P & F and freight cost (in % of material cost), which is included in your quoted rate in GeM portal.	
15.	Documents are to be submitted along with technical bid (Part-1)  01. Covering letter  02. Unpriced offer.  03. Filled up and signed technical specification (GeM Tender catalogue).  04. Filled BHEL Terms and condition sheet (Annexure-A).  05. Filled Annexure-B - PQR along with supporting documents.  06. Documents required along with offer as per technical specification  07. Product Catalogues (if any).  08. MSE UDYAM Certificate (if applicable).	

	<b>09.</b> Self-Certification is not applicable as per Make in India	
	clause.	
	Note: All the pages of documents are to be signed and sealed by	
	authorized signatory of the company. Any query during enquiry stage	
	shall be replied within two days failing which offer may be rejected as	
	non-responsive.	
16.	Inspection and testing requirements:	
	Inspection and testing requirements are to be carried out as per the	
	specification and BHEL Technical specifications in the enquiry. All test	
	certificates are to be submitted while supply. If required by BHEL, test	
	certificates to be produced before supply.	
17.	Response to Tenders for Indigenous supplier will be entertained only if	
	the vendor has a valid GST registration Number (GSTIN) which should be	
	clearly mentioned in the offer. If the dealer is exempted from GST	
	registration, a declaration with due supporting documents need to be	
	furnished for considering the offer. Dealers under composition scheme	
	should declare that he is a composition dealer supported by the screen	
	shot taken from GSTN portal. The dealer has to submit necessary	
	documents if there is any change in status under GST.	
18.	PACKING AND MARKING:	
	The supplier shall arrange for securely protecting and packing the stores	
	to avoid loss or damages during transit. (Wherever if applicable). Also,	
	Supplier to comply for packing & marking as per Technical specification.	
19.	Supplier shall mention their GSTIN in all their invoices (incl. credit	
	Notes, Debit Notes) and invoices shall be in the format as	
	specified/prescribed under GST laws. Invoices shall necessarily contain	
	Invoice number (in case of multiple numbering system is being followed	
	for billing like SAP invoice no, commercial invoice no etc., then the	
	Invoice No. which is linked/uploaded in GSTN network shall be clearly	
	indicated), Billed to party (with GSTIN) & Shipped to party details, item	
	description as per PO, Quantity, Rate, Value, applicable taxes with	
	nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC	
	Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax	
	invoice/ CN / DN submitted by the vendor must contain the QR code	
	generated in E-Invoice Portal & IRN.	
20.	All invoices shall bear the HSN Code for each item separately	
	(Harmonized System of Nomenclature)/ SAC code (Services Accounting	
	Code).	
21.	Invoices will be processed only upon completion of statutory	
	requirement and further subject to following:	
	Vendor declaring such invoice in their GSTR-1 Return/ IFF	
	<ul> <li>Receipt of Goods or Services and Tax invoice by BHEL.</li> </ul>	
22.	As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/	+
	IFF) is available for all (i.e. both Small & Large) tax payers, all invoices	
	raised on BHEL may be uploaded immediately in GST portal on dispatch	
	of material /rendering of services. The supplier shall ensure availability	
	of Invoice in GSTN portal before submission of invoice to BHEL. Invoices	
	will be admitted by BHEL only if the invoices are available in GSTN portal	
	(in BHEL's GSTR-2A/ GSTR-2B).	
23.	In case of discrepancy in the data uploaded by the supplier in the GSTN	
	portal or in case of any shortages or rejection in the supply, then BHEL	
	will not be able to avail the tax credit and will notify the supplier of the	
	same. Supplier has to rectify the data discrepancy in the GSTN portal or	
	James Supplier has to rectify the data discrepancy in the Ostiv portarol	L

	issue credit note or debit note (details also to be uploaded in GSTN	
	portal) for the shortages or rejections in the supplies or additional	
24	claims, within the calendar month informed by BHEL.	
24.	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or	
	Form GST RET-01 to be submitted) within stipulated time, then GST paid	
	on the invoices pertaining to the month for which GST return not filed	
	by the vendor will be recovered from the vendor along with the	
	applicable interest (currently 24% p.a) and all subsequent bills of the	
	vendor will not be processed till filing of the GST return by the vendor	
25.	In case GST credit is denied to BHEL due to non-receipt or delayed	
	receipt of goods and/ or tax invoice or expiry of timeline prescribed in	
	GST law for availing such ITC, or any other reasons not attributable to	
	BHEL, GST amount claimed in the invoice shall be disallowed to the	
	vendor.	
26.	Where any GST liability arising on BHEL under Reverse Charge (RCM),	
	the vendor has to submit the invoices to BHEL well within the timeline	
	prescribed in GST Law, to enable BHEL to discharge the GST liability. If	
	there is a delay in submission of invoice by the vendor resulting in	
	delayed payment of GST by BHEL along with Interest, then such Interest	
	payable or paid shall be recovered from the vendor.	
27.	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line	
	with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS	
	certificate will be generated in GSTN portal subsequent to vendor	
	accepting the TDS deduction in the GSTN portal & the vendor can	
20	directly download the Certificate from the GSTN Portal.	
28.	As per the provisions of Section 194Q of the Income Tax Act, we	
	BHARAT HEAVY ELECTRICALS LIMITED, HPBP, TRICHY having PAN	
	AAACB4146P, had turnover in the preceding financial year for more than Rs 10 Crores.	
	Hence, we are liable as buyer to deduct tax at source on the payment	
	for invoices issued by Supplier on or after 1st July 2021. Accordingly,	
	discontinue charging TCS u/s 206C(1H) on invoices issued from 1st Jul	
	2021 onward.	
	We shall deduct the eligible TDS u/s 194Q on the payments for invoices	
	issued on or after 1st Jul 2021. TDS deducted so, shall be deposited to	
	the Income Tax Department, and TDS certificate to this effect. Tax credit	
	of such TDS shall reflect in FORM26AS of the supplier at the end of	
	same quarter in which TDS is deducted.	
	For Suppliers who have not filed Income Tax returns for the last 2	
	preceding assessment years, TDS deduction at higher rates will be	
	applicable as per Section 206AB and Section 206CCA of Income-tax act.	
29.	GST CREDIT: Suppliers are advised to get registered to GSTN portal.	
29.	Tenderer under "GST credit" shall be preferred.	
30.	BILL PROCESSING METHOD:	
30.	Supplier has to ensure the full quantity of material delivery within given	
	PO delivery date to process the bill for payment. In case supplier fails to	
	deliver full quantity within delivery date, bills received after PO delivery	
	date will be processed after final despatch of the total pending supply.	
	Further, bills will be clubbed and forwarded for payment processing as a	
	single bunch.	

31.	MSE /START-UP VENDOR:	
31.	UDYAM Registration certificate shall be submitted by MSE vendors to	
	avail MSE benefits. Start-up category certificate shall be submitted by	
	start-up companies to avail exemption in Annual Turnover/Past	
	experience if PQC stipulates requirement of Annual Turnover/Past	
	experience if recognitions requirement of Annual rumoveryrust	
32.	Make in India Policy:	
32.	Refer the Tender document regarding public procurement policy	
	(Preference to Make in India), Order 2017.	
	Self-certification for local content is not applicable as defined in public	
	procurement (Preference to Make in India), Order 2017	
33.	BHEL has the right to test the materials at BHEL works, if required. If	
33.	supplied materials are found not acceptable, then BHEL will inform to	
	re-supply the materials as per tender specification mentioned in	
	Purchase Order. If any subsequent failure of not meeting the tender	
	specification, RISK PURCHASE is applicable for the full P.O quantity.	
34.	The offers of the bidders who are under suspension and also the offers	
J <del>.</del>	of the bidders, who engage the services of the banned firms	
	/principal/agents, shall be rejected.	
	The list of banned firms is available on BHEL web site www.bhel.com	
35.	Fraud Prevention Policy	
33.	Bidder along with its associate /collaborators /sub-contractors /sub-	
	vendors / consultants / service providers shall strictly adhere to BHEL	
	Fraud Prevention Policy displayed on BHEL website	
	http://www.bhel.com and shall immediately bring to the notice of	
	BHEL Management about any fraud or suspected fraud as soon as it	
	comes to their notice.	
36.	Risk purchase clause:	
	a. In the event of any successful Tenderer's failure to fulfil any of the	
	tender / Contract obligations including supply of whole or any part of	
	the ordered items as per Contract / Agreement, BHEL has the right to	
	terminate the contract and purchase from elsewhere, at the risk and	
	terminate the contract and purchase from elsewhere, at the risk and	
	terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part	
	terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch	
	terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost,	
	terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason	
	terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase	
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	terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.  b) The decision of BHEL with regard to the additional expenditure /	
	terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.  b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be	
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	terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.  b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.  c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:  i. from dues available in the form of Bills payable to defaulted	
	terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.  b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.  c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:  i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.	
	terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.  b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.  c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:  i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.  ii. from the dues payable to defaulted supplier against other	
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## 37. **CONFLICT OF INTEREST:**

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. <a href="However, this does not limit the inclusion of the components/sub-assembly/Assemblies">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;

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- 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 shall quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/common business/ management units in same/similar line of business.
- 38. <u>Set off:</u> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.

## 39. **Cartel Formation:**

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

40.	The following documents are to be sent along with consignment to		
	store: One Duplicate for Transporter copy of tax invoice + one extra		
	copy of tax invoice + Delivery challan + LR COPY+E-Way bill+ Test		
	Certificates (if applicable).		
41.	Seller Tax invoice, LR copy, E-Way bill, Courier docket etc. are to be		
	uploaded in GeM portal while updating dispatch details in GeM portal		
42.	Seller Tax invoices (Original for Recipient + Duplicate for Transporter)		
	either in Original hard copies or Digitally Signed Soft copies along with		
	copy of LR + E-Way bill are to be sent to the buyer		
43.	Any change in applicable rates of Tax or any other statutory levies (Direct /		
	Indirect) or any new introduction of any levy by means of statute and its		
	corresponding liability for the deliveries beyond the agreed delivery date for		
	reasons not attributable to BHEL will be to vendors account. BHEL will not		
	reimburse the same and any subsequent claim in this respect will be		
	summarily rejected.		
44.	DELIVERY PERIOD from the date of order	30 DAYS	
144.	BELIVERT FERROD From the date of order	30 5/(13	
	Note:		
	1. In the event of our customer order covering this tender being cancelled /	placed on hold	
	/ otherwise modified, BHEL would be constrained to accordingly cancel,	/ hold / modify	
	the tender at any stage of execution.		
	<ol><li>BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL.</li></ol>		
	3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the		

respective Vendor in the execution of any contract to any BHEL project / Unit.

terms and conditions only.

4. Any other commercial terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure-A and GeM general