

अनुबंध | Contract



अनुसूची नाम | Schedule Name: Schedule 3, Schedule 1, Schedule 2

अनुबंध क्रमांक | Contract No: GEMC-511687787512914

अनुबंध तिथि | Generated Date : 13-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4697089](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details
प्रकृत्या Type :	Central PSU	पद Designation : Dymgr1TTX
मंत्रालय Ministry :	Ministry of Heavy Industries and Public Enterprises	संपर्क नंबर Contact No. : 01334-981007-7674
विभाग Department :	Department of Heavy Industry	ईमेल आईडी Email ID : buyer835.bhelb.ua@gembuyer.in
संगठन का नाम Organisation Name :	Bharat Heavy Electricals Limited (BHEL)	जीएसटीआईएन GSTIN : -
कार्यालय क्षेत्र Office Zone:	10110009-HEEP, Haridwar	पता Address : BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, HARIDWAR, UTTARAKHAND-249403, India

वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence :	No	Role: PAO
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:	MANAGER	भुगतान का तरीका BHEL
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	NA	Payment Mode: पर Designation : Dymgr Fin ईमेल आईडी Email ID : pay31.bhelb.ua@gembuyer.in जीएसटीआईएन GSTIN : - पता Address: BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, Haridwar, UTTARAKHAND-249403, India
		भुगतान समयसीमा Payment Timelines: Payments shall be made to the seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

विक्रेता विवरण Seller Details	
जेम विक्रेता आईडी GeM Seller ID :	261E180000660924
कंपनी का नाम Company Name :	IGP ENGINEERS PRIVATE LIMITED
संपर्क नंबर Contact No. :	09841072468
ईमेल आईडी Email ID :	gautham.ram@igpindia.com
पता Address :	New No 79 Old No 29/9, Valmiki Street, Thiruvanmiyur, Thiruvanmiyur, Chennai, TAMIL NADU-600041, -
एमएसएमई सत्यापिति MSME verified :	No
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-TN-02-0004802
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	33AAACI0920Q1ZN (R), (M), (M)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश Delivery Instructions : NA	
उत्पाद विवरण Product Details	

#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : Kamprofile Gasket with Integral IR & OR SET for 1469 (without rib & with rib) ब्रांड Brand : IGP ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्भासा Category Name & Quadrant : Kamprofile Gasket with Integral IR & OR SET for 1469 (without rib & with rib) (Q3) मॉडल Model: Kamprofile Gasket एचएसएन कोड HSN Code: HSN not specified by seller	2	pieces	365.8	जीएसटी GST (18%) : 111.6 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST (100%) : 111.6 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	731.6
2	उत्पाद का नाम Product Name : Kamprofile Gasket with Integral IR & OR SET for 1469 (without rib & with rib) ब्रांड Brand : IGP ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्भासा Category Name & Quadrant : Kamprofile Gasket	4	pieces	536.9	जीएसटी GST (18%) : 327.6 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST (100%) : 327.6	2,147.6

with Integral IR & OR SET for 1469 (without rib & with rib) (Q3) मॉडल Model: Kamprofile Gasket एचएसएन कोड HSN Code: HSN not specified by seller				जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	
उत्पाद का नाम Product Name : Kamprofile Gasket with Integral IR & OR SET for 1469 (without rib & with rib) ब्रांड Brand : IGP ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As: Reseller not verified by OEM श्रेणी का नाम और चतुर्भासा Category Name & Quadrant : Kamprofile Gasket with Integral IR & OR SET for 1469 (without rib & with rib) (Q3) मॉडल Model: Kamprofile Gasket एचएसएन कोड HSN Code: HSN not specified by seller	2	pieces	873.2	जीएसटी GST (18%) : 266.4 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GSTI (100%) : 266.4 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	1,746.4
कुल ऑर्डर मूल्य Total Order Value (in INR)					4,625.6

परेषिती विवरण | Consignee Detail

क्र.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : con786.bhelb.ua@gembuyer.in संपर्क Contact : 01334-991520-4947 जीएसटीआईएन GSTIN : - पता Address : Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand, HARIDWAR, UTTARAKHAND-249403, India	Kamprofile Gasket with Integral IR & OR SET for 1469 (without rib & with rib)	1	2	23-May-2024	22-Jun-2024
		Kamprofile Gasket with Integral IR & OR SET for 1469 (without rib & with rib)	1	4	23-May-2024	22-Jun-2024
		Kamprofile Gasket with Integral IR & OR SET for 1469 (without rib & with rib)	1	2	23-May-2024	22-Jun-2024

Product Specification for Kamprofile Gasket with Integral IR & OR SET for 1469 (without rib & with rib)

विवरण Specification	उप-विवरण Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/17/33/364/CatalogAttrs/SpecificationDocument/2023/11/27/2023_11_27_15_34_33_new_catalogue_2023-11-27-15-34-35_2ec4286e1f2f35253b7b77a5314f420e.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1341297/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/26/annexure-1_item_details_2024-02-26-16-57-28_87190e5b0b432ea9783e76ed598c757a.pdf
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Product Specification for Kamprofile Gasket with Integral IR & OR SET for 1469 (without rib & with rib)

विवरण Specification	उप-विवरण Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/17/33/364/CatalogAttrs/SpecificationDocument/2023/11/27/2023_11_27_15_34_33_new_catalogue_2023-11-27-15-34-35_2ec4286e1f2f35253b7b77a5314f420e.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1341297/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/27/2023_11_27_15_34_33_new_catalogue_2023-11-27-15-34-35_2ec4286e1f2f35253b7b77a5314f420e.pdf
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1. Specification Document	ogAttrs/SpecificationDocument/2024/2/26/annexure-1_item_details_2024-02-26-16-38-27_46a9a0b3bcd3edd14e83c14b095def71.pdf
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Product Specification for Kamprofile Gasket with Integral IR & OR SET for 1469 (without rib & with rib)

विवरण Specification	उप-विवरण Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

विक्रेता विशेषता दस्तावेज़ | Seller Specification Document:

1. Specification Document 1	mkp.gem.gov.in/catalog_data/catalog_support_document/17/33/364/CatalogAttrs/SpecificationDocument/2023/11/27/2023_11_27_15_34_33_new_catalogue_2023-11-27-15-34-35_2ec4286e1f2f35253b7b77a5314f420e.pdf
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खरीदार विशेषता दस्तावेज़ | Buyer Specification Document:

1. Specification Document	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1341297/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/26/annexure-1_item_details_2024-02-26-16-53-59_ad982263a0ce6c58bb1758665abd58d3.pdf
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खरीदार द्वारा जोड़ी गई बोली का विशेष अतिरिक्त कार्य | Buyer added Bid Specific Additional Scope of Work

क्र.सं S.No	दस्तावेज़ का शीर्षक Document Title	विवरण Description	लागू आईआरओ सामान Applicable i.r.o. Items
1	Annexure-1 Item details View	Item Details	W97310625030 DRG: 31062581020 REV: 00 GASKET AS PER DRG. NO. 31062581020 (MATERIAL: CRNI-STEEL+ GRAPHITE(2))
2	Annexure-2 PQR View	PRE QUALIFYING REQUIREMENT	W97310625030 DRG: 31062581020 REV: 00 GASKET AS PER DRG. NO. 31062581020 (MATERIAL: CRNI-STEEL+ GRAPHITE(2))
3	Annexure-3 NDA View	NON DISCLOSURE AGREEMENT	W97310625030 DRG: 31062581020 REV: 00 GASKET AS PER DRG. NO. 31062581020 (MATERIAL: CRNI-STEEL+ GRAPHITE(2))

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशेष (%) ePBG Percentage(%):	NA

आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

- Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
- For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers scope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें| Terms and Conditions

1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.3 Generic

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.

2.4 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

2.5 Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.6 Generic

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.

2.7 Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.8 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.9 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2.10 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

2.11 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.12 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

SPECIAL INSTRUCTIONS OF THE ENQUIRY: -

- 1. Evaluation shall be done on individual item-wise basis. Item details are as per Annexure-1. All vendors to submit their offer in line with mentioned BHEL specification in Annexure-1 and relevant drawings/standards/specifications etc.**
- 2. Vendor to provide point-wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirements (PQR/Annexure-2) for all enquiry items. Noncompliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.**
- 3. Vendor to submit duly filled and signed Non-disclosure and Proprietary Information Agreement (NDA/Annexure-3) as enclosed, to get the relevant drawings / standards / specifications from BHEL. The duly filled NDA shall be submitted to following email : deepakkumar1@bhel.in (Mob No 7088691410) & sujeetkr@bhel.in (Mob No 09810077674)**
- 4. Price bids shall be opened for only those bidders who qualifies PQR & whose techno-commercial bid is acceptable to BHEL (both engineering & quality).**
- 5. Guarantee or compliance certificate should be sent with each material. Material Shall be accepted on the basis of guarantee/compliance certificate furnished by the supplier. If any material is found defective during use, the same will Have to be replaced free of cost by the supplier.**
- 6. Latest guidelines of Government related to restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 shall be applicable.**
- 7. Vendor to confirm on each point of Annexure-2 PQR and submit all the supporting documents necessary for qualification of offer .**
- 8. Quality Requirements**

Vendor to confirm to provide testing and Certification as per ordering drawing and specification along with supply.

9. Commercial Terms:

Vendor to confirm that " *all the terms and conditions applicable to this tender shall be as per GeM custom bid and GeM latest GTC.*"

10. Warranty Terms

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt.

11. Payment Term

Payment terms shall be as per followings:

"For Non MSEs bidder:

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 90 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.

For Medium Enterprises bidder:

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 60 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.

For MSEs bidder:

For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days 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."

12. Risk Purchase:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies /10 / 12 defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies/contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/Contractors" available at BHEL's website "<https://www.bhel.com/guidelines/suspensionbusinessdealingssupplierscontractors>".

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."***

The offers of the bidders who are under suspension 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.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. 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.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. 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.

1.2.2. 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.

1.2.3. 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 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 extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

Rest terms and conditions shall be as per GeM (Latest Version- applicable at the time

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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