

	ADDITIONAL TERMS & CONDITIONS :- SAME SHALL SUPERSEDE TERMS AND CONDITIONS MENTIONED ELSEWHERE IN BID
1 Terms Of Payment	
a) Supply	100% Payment will be released to seller within 90 days for Non-MSME vendors, within 45 days for Micro & Small vendors and 60 days for Medium enterprises (as per MSMED Act). (This is in supersession of 10 days' time as provided in clause 12 of GeM GTC). Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, PVC calculation sheet Guarantee Certificate, E-way bill (as applicable) for payment. Offline payment mode shall be applicable.
2 Insurance	Insurance shall be in BHEL scope.
3 Terms Of Delivery	FOR Dispatch Station Basis. However, loading shall be in the scope of Seller and unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly.
4 Delivery	Within Three (03) months from the date of BHEL manufacturing clearance. Manufacturing clearance may be issued by BHEL lot-wise/unit-wise(s)/phase-wise. Ordered quantity mentioned in BOQ to be considered as Lot-1 quantity. Notes: a. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule. b. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof. c. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group. Delivery period for sake of GeM bid shall be chosen as 999 days from PO date. However, this period shall not be considered for Delivery and Delay analysis purpose. For Delivery and delay analysis purpose, delivery schedule mentioned above shall be considered.
5 Liquidated Damage	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the supply contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract. NOTE : i. As per Clause no. 22 of SCC rev. 01 for Maitree project, LD shall be worked out/levied upto the date of handing over of the goods to BHEL-ROD/ CHA at delivery point. ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s). iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD. iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.
6 Guarantee Terms	As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period shall be 18 months from the date of last supply in the contract.
7 Quantity Variation	+/-10%
8	This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following : i) Techno-Commercial recommendation by BHEL. ii) Qualification of Technical PQR.

	<p>iii) Offered item should mandatorily conform to PP-MII order provisions. Terms and conditions of PP-MII order and its latest amendments shall be applicable.</p>
9	<p>This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipments etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.</p>
10	<p>Provision of offline payment in GeM can be utilized.</p>
11	<p>"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 16.09.2020 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."</p> <p>Since this package doesn't fall under clause 3 (a) of DPIIT's PP-MII order 2017, Rev dated 17.09.2020, therefore, in line with clause no 3 (b) of DPIIT's PP-MII order 2017, Rev dated 16.09.2020, "Class-I local suppliers" and "Class-II local suppliers" as defined in the order are eligible to bid.</p> <p>In accordance with para 9 (a) of DPIIT's PP-MII order 2017 revision dated 16.09.2020, Class-I local suppliers" / "Class-II local suppliers" at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for the "Class-I local supplier" / "Class-II local supplier" as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>Further, subject package is divisible in nature and margin of purchase preference shall be 20%.</p>
12	<p>Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.</p>
13	<p>Bidders to,</p> <ul style="list-style-type: none"> • ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable. • ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. • to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. <p>Note: Subsequent orders/circulars to be checked and to be complied.</p>
14	<p>Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines attached to take up the inspection REMOTELY.</p> <p>Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.</p> <p>When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed</p>

	<p>by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.</p> <p>Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.</p>
15	<p>Bidders to inform freight /GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. However, negotiation/RA shall be on Total Evaluation (FOR as per GeM) price only as per GeM logics. Detailed Price Break up shall be reverse calculated based on freight/GST percentage furnished by bidder for Order Placement. Same shall be mentioned in NIT.</p>
16	<p>Sea worthy packing inspection shall be witnessed by BHEL/TPIA.</p>
17	<p>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</p> <p>In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines".</p>
18	<p>CIF is not applicable for this package.</p>
19	<p>Integrity Pact is not applicable.</p>
<p>20 Risk & Cost related terms & conditions</p>	
20.1	<p>Risk & cost</p> <p>BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:</p> <ul style="list-style-type: none"> i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/ services vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period; ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications; iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract; iv) Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller; v) Termination of Contract on account of any other reason (s) attributable to Seller. vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of the Seller;

		<p>viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;</p> <p>ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;</p> <p>x) Non-compliance to any contractual condition or any other default attributable to Seller.</p> <p>Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.</p>
20.2	<p>Risk & Cost Amount against Balance Work :</p>	<p>Risk & Cost amount against balance work shall be calculated as follows:</p> $\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$ <p>Where,</p> <p>A= Value of Balance scope of Work (*) as per rates of new contract</p> <p>B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.</p> <p>H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p>
20.3	<p>* Balance scope of work (in case of termination of contract) :</p>	<p>Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.</p> <p>Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.</p> <p>Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE : In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.</p>

20.4	LD against delay in executed work in case of Termination of Contract:	<p>LD against delay in executed work shall be calculated in line with LD clause no. 16 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.</p> <p>Method for calculation of LD against delay in executed work in case of termination of contract” is given below.</p> <p>Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 Let the value of executed work till the time of termination of contract = X Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y iv. Delay in executed work attributable to contractor i.e. T2 = $[1-(X/Y)] \times T1$</p> <p>v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking “X” as Contract Value and “T2” as period of delay attributable to contractor.</p>
20.5	Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor	<p>Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:</p> <p>a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract. b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL. c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.</p> <p>In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</p>
21		All other terms & conditions shall be as per GeM bid, selected Additional Terms & Conditions from GeM library and GTC on GeM 4.0 (Version 1.3).