

ADDITIONAL TERMS & CONDITIONS

Commercial Term -

All the commercial term shall be as per General terms and conditions on GeM 4.0 (Version 1.3).

Special conditions of enquiry:

1. Price bid shall be opened for only those bidders who qualifies PQR and whose techno-commercial bid is acceptable to BHEL as per technical specifications.
2. Vendor to provide point-wise reply/confirmation along with relevant supporting documents to each and every point of PQR Pre-Qualification Requirements, Requirement of BHEL & Technical Specification for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
3. Delivery is not sacrosanct. Vendor to quote best possible delivery in the offer.
4. At the time of supply of order, vendor to submit drawing of all cutters & dimensional test reports of supplied profile finisher cutters (Codes:TLMW62811312 & TLMW62811266)
5. Further details/conditions/trial etc. enclosed as per PQR, technical annexures (5A, 6A, Z) attached. vendor to quote accordingly
6. Scope of supply, technical conditions, specifications, job requirement, acceptance criteria etc. are as per annexures (5A, 6A, Z) enclosed. Vendor to quote accordingly.
7. Package A (form 17-2) consists of following codes and shall be procured from same vendor for compatibility reasons as a package. TLMW62809016, TLMW62811339, TLMW62811304, TLMW62811312 and TLMW62743635.
8. Package B (form 14-2) consists of following codes and shall be procured from same vendor for compatibility reasons as a package. TLMW62811282, TLMW62811290, TLMW62811258, TLMW62811266 and TLMW62809466.
9. SRV acceptance of both packages shall be after successful trial and fulfilment of other conditions as mentioned in technical annexures enclosed.
10. Final Payment shall be done after successful acceptance as per point 8,9 of annex 5A,6A accordingly.
11. Lot-2 shall be on intimation after acceptance of lot-1. Delivery date of lot -2 is for reference only
12. As per Make in India circular dt 04.06.2020, Purchase preference to class I supplier shall be given as per clause 3A (b).
13. MSE shall be applicable as per GEM.
14. Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the package value subject to maximum of 10% of the package value. If vendor do not mention anything about LD clause in their offer, then it shall be presumed to be acceptable. No further clarification shall be asked in this regard after opening of techno-commercial bid part-1.
15. 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.”

16. Risk Purchase:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment 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

17. 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-suspension-business-dealings-supplierscontractors>”

18. “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 authorize 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. "

19. RA shall be done if GeM allows RA for evaluation else RA shall not be done. The elimination criteria for RA shall be taken as "Elimination of H-1 Bidder." *RA shall be done as per GeM guidelines as per circular AA:SSP:GeM:clar:Roo dt 01.12.22 .*

Rest terms and conditions shall be as per GeM (Latest Version- applicable at the time of issuance of enquiry).

Item Details-

Sl. No.	Material Code	Item Description	Qty. (no.)	Delivery Schedule
1	TLMW62743635	TLMW62743635 (20222865) END MILL FOR LOCKING GROOVE, 4TH PHASE, FORM 17, SIZE: DIA13X20X125MM, R2, Z=3, SOLID CARBIDE, SUITABLY COATED, SHANK DIA: 20MM, WHISTLE NOTCH DIN 1835-E, RH CUTTING, RH HELIX N. STD: M/S RIME, ITALY OR EQVLT SIZE: BHEL/FORM17/4 DIM.: ORDERING NO	8 7	16.09.24 On intimation
2	TLMW62809016	FORM 17 TAPER END MILL-1 ST PHASE, 24 DEG., HSS-CPOP (EMP6), Z4, ROUGHING PROFILE NRF SHANK D40 DIN1835-E WITH INTERNAL COOLANT HOLES, SUPREME COATING (1ST PHASE SLOT OPENING FORM 17), RIME ORDERING NO. BHEL/FORM/17/1 N. STD: M/S RIME, ITALY OR EQVLT SIZE: D14/D54 X 95 X 180, Z4 DIM.: SIZE	6 6	16.09.24 On intimation
3	TLMW62809466	SOLID CARBIDE END MILL FOR LOCKING GROOVE FOR FORM-11, RH HELIX, Z=3, SHANK DIA: 20MM WITH WHISTLE NOTCH (DIN1835-HE), WITH SUPREME COATING N. STD: M/S RIME, ITALY OR EQVLT SIZE: DIA: 11X18X125, R2.0 DIM.: DIA X FL X OAL	8 7	16.09.24 On intimation

4	TLMW62811258	FULL FORM PROFILE ROUGHING CUTTER FOR FIRTREE GROOVE PROFILE FORM 14-2,MADE OF HSS PM30/S390/HSS-CO PM(EMP6)/EQVL ,RH CUTTING,RH HELIX,SUITABLE RAKE,Z=4,HELICAL FLUTES,GROUND ROUGHING PROFILE NRF/ROUGHING THREAD,CHIP BREAKER,TIALN/SUITABLE COATING,INT.COOLANT HOLES & BT50 INTEGRAL SHANK SIZE: -	6 6	16.09.24 On intimation
5	TLMW62811266	FULL FORM PROFILE FINISHING CUTTER FOR FIRTREE GROOVE PROFILE FORM 14-2,MADE OUT OF HSS PM30/S390/HSS-CO PM(EMP6) OR EQVLT GRADE,RH CUTTING,RH HELIX,WITH SUITABLE RAKE,Z=4,HELICAL FLUTES,GROUND RELIEVED,WITH TIALN/SUITABLE COATING,WITH INTERNAL COOLANT HOLES & BT50 INTEGRAL SHANK SIZE: -	8 7	16.09.24 On intimation
6	TLMW62811282	CONICAL END MILL FOR FORM 14-2 ,HALF TAPER ANGLE=12DEG, DIAAXFLXOAL:8.5X75X160, SHANK DIA 40MM WITH WHISTLE NOTCH(DIN 1835-E),MADE OUT OF HSS PM30/S390/HSS-CO PM(EMP6) OR EQVLT GRADE,RH CUTTING,RH HELIX,HELICAL FLUTES,Z=3/4, WITH CHIP BREAKER & INTERNAL COOLANT,TIALN/SUITABLE COATING N.STD:- SIZE: 8.5X75X160 MM DIM.: DIAAXFLXOAL	6 6	16.09.24 On intimation
7	TLMW62811290	END MILL FOR BOTTOM MILLING FORM 14-2,3RD PHASE, DIAAXFLXOAL:12X20X115,R0.5,Z=3/4,SHANK DIA:20MM WITH WHISTLE NOTCH TAPER DIN 1835-E,MADE OUT OF SOLID CARBIDE,RH CUTTING,RH HELIX,WITH CHIP BREAKER, GROUND RELIEVED,TIALN/SUITABLY COATED N.STD:- SIZE: 12X20X115 MM DIM.: DIAAXFLXOAL	8 7	16.09.24 On intimation
8	TLMW62811304	FULL FORM PROFILE ROUGHING CUTTER FOR FIRTREE GROOVE PROFILE FORM 17-2,MADE OF HSS PM30/S390/HSS-CO PM(EMP6)/EQVL ,RH CUTTING,RH HELIX,SUITABLE RAKE,Z=4,HELICAL FLUTES,GROUND ROUGHING PROFILE NRF/ROUGHING THREAD,CHIP BREAKER,TIALN/SUITABLE COATING,INT.COOLANT HOLES & BT50 INTEGRAL SHANK SIZE: -	6 6	16.09.24 On intimation
9	TLMW62811312	FULL FORM PROFILE FINISHING CUTTER FOR FIRTREE GROOVE PROFILE FORM 17-2,MADE OUT OF HSS PM30/S390/HSS-CO PM(EMP6) OR EQVLT GRADE,RH CUTTING,RH HELIX,WITH SUITABLE RAKE,	8 7	16.09.24 On intimation

		Z=4, HELICAL FLUTES, GROUND RELIEVED, WITH TIALN/SUITABLE COATING, WITH INTERNAL COOLANT HOLES & BT50 INTEGRAL SHANK SIZE: - DIM.: -		
10	TLMW62811339	END MILL FOR BOTTOM MILLING FORM 17-2, 3RD PHASE, DIA X FL X OAL: 18X28X125, R0.5, Z=4, SHANK DIA: 20MM WITH WHISTLE NOTCH TAPER DIN 1835-E, MADE OUT OF SOLID CARBIDE, RH CUTTING, RH HELIX, WITH CHIP BREAKER, GROUND RELIEVED, TIALN/SUITABLY COATED SIZE: 18X28X125MM, R0.5 DIM.: DIA X FL X OAL	8 7	16.09.24 On intimation

All bidders to confirm below details as:

- a) GST rate applicable (Inclusive of GST only):%
- b) Delivery period as per GeM shall be applicable.
- c) All terms and conditions as per GeM shall be applicable.

Sign & Seal of Bidder