## **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 Pre-Qualification Requirements 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, 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. Vendor should raise inspection call for BHEL / TPI inspection at least 4 days in advance to the planned date of inspection. If customer inspection is envisaged at vendor's works, vendor should give inspection call at least 7 days in advance to the planned date of inspection.
- 4. Delivery is not sacrosanct. Vendor to quote best possible delivery in the offer. Early delivery is acceptable.
- 5. PO no. &/or vendor's emblem/seal shall be clearly punch marked /etched on each item.
- 6. Drawing/Document & PQR enclosed for reference.
- 7. Third party / BHEL inspection required. party to confirm supply as per TR/QP/General enclosed.
- 8. Hardness test report required for item no. 5 of bill of material of drg. R7701-0265.
- 9. Guarantee certificate of purchase items (item no 7 to 16) for one year, to be supplied by vendor at the time of delivery.
- 10. Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to maximum of 10% of the value of respective delayed supplies. 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.
- 11. 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. 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.

### 13. 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 "<a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a>"

- 14. "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive 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;

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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,

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- 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. "
- 15. 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:R00 dt 01.12.22.

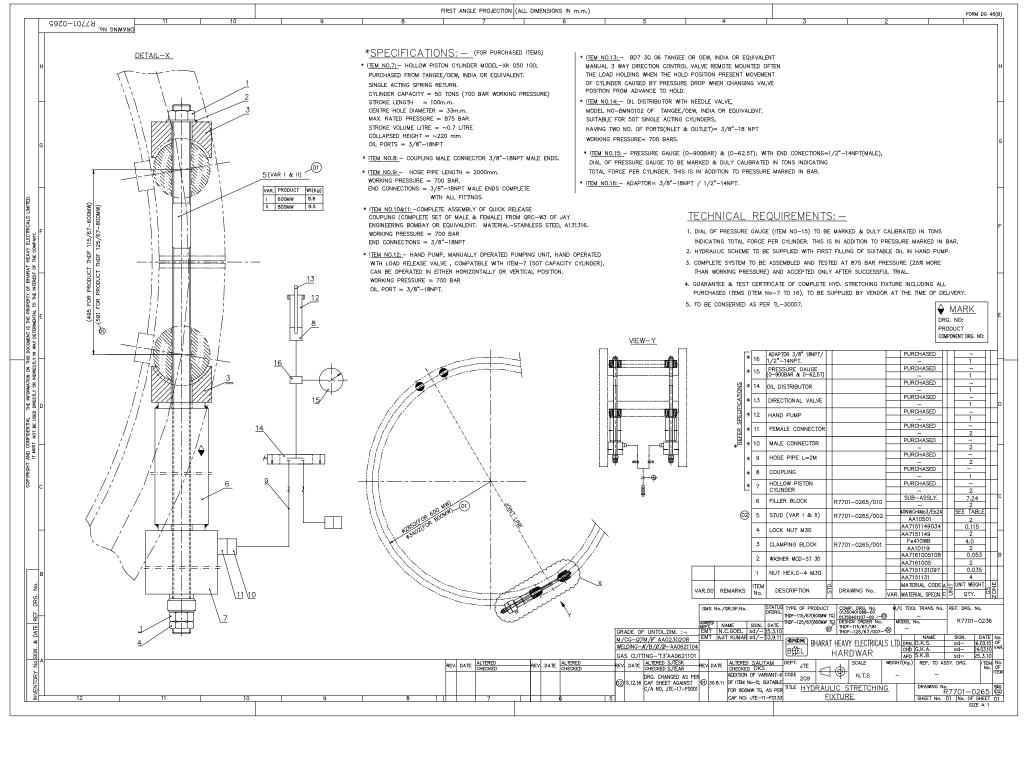
# **Item Details-**

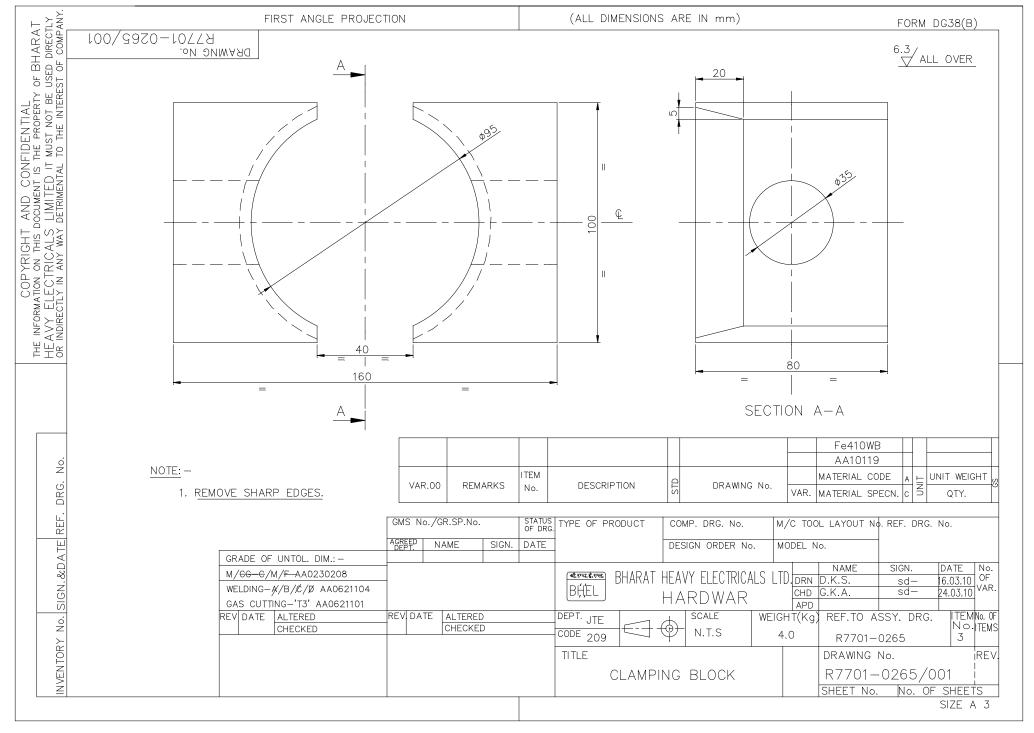
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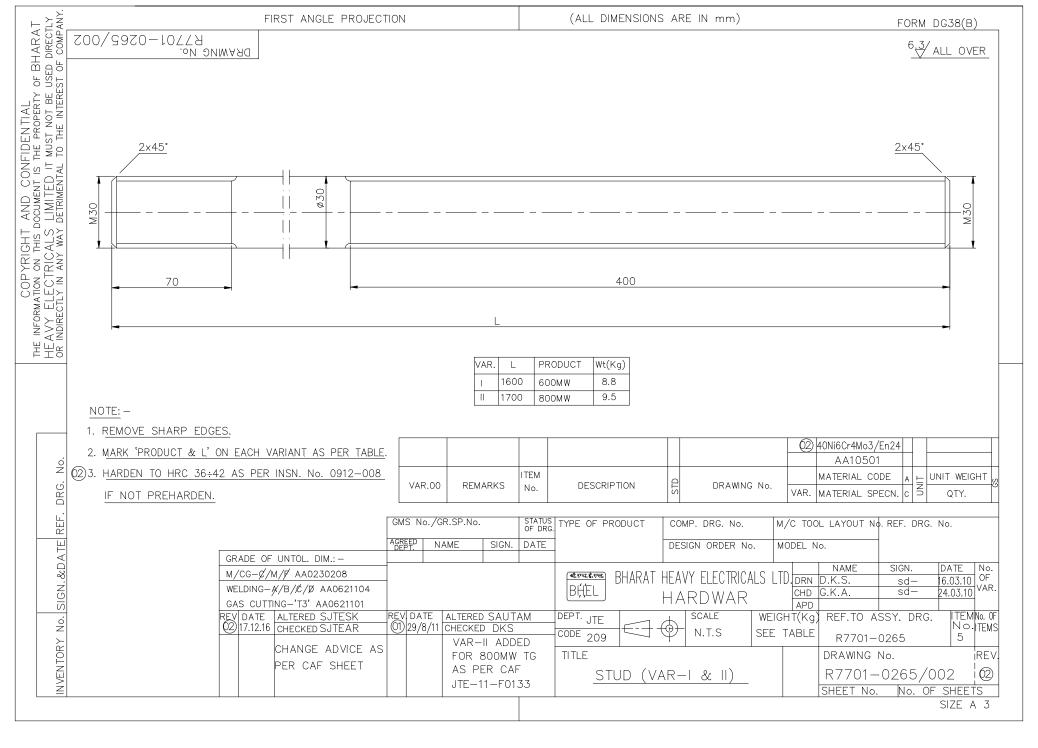
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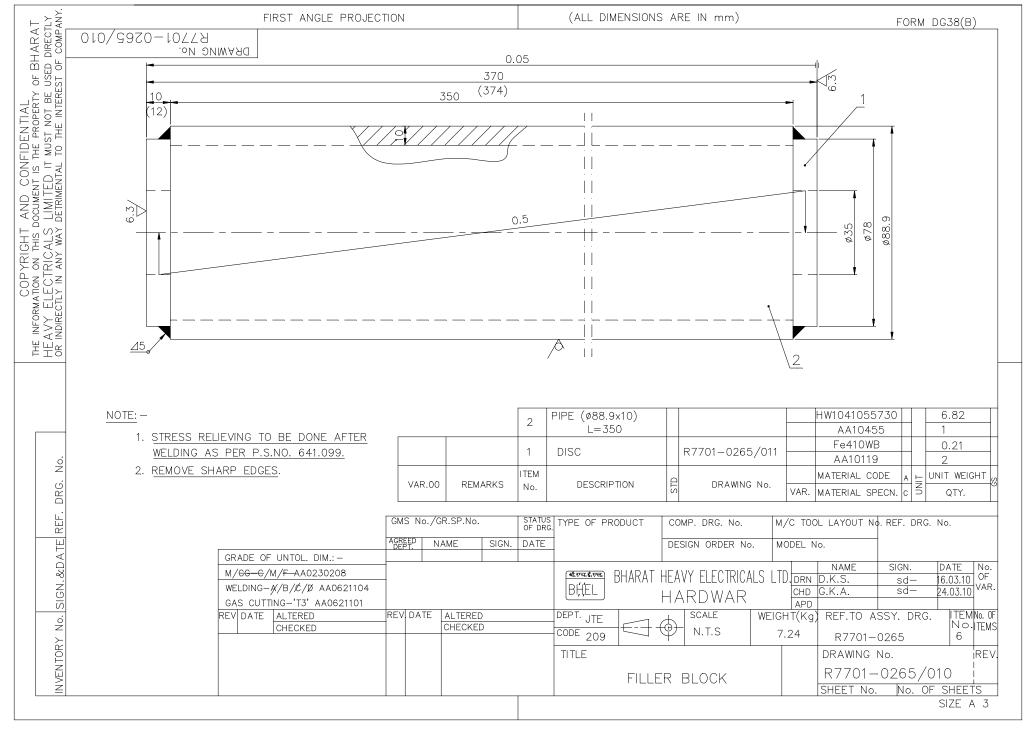
- a) GST rate applicable (Inclusive of GST only): .....%
- b) Delivery period as per GeM shall be applicable.
- c) All terms and conditions as per GeM shall be applicable.

Sign & Seal of Bidder









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	Indent No 20242011								
01.00	PRE QUALIFYING CONDITIONS	REQUIRED	VENDOR'S REMARK						
01.01	<ul> <li>a). Only those vendors to quote who have experience in machining of mechanical fixtures shall quote.</li> <li>(Authorized channel partner/associates of above OEMs may also quote on their behalf. In such case, valid Authorization Certificate issued by OEM on their letter head is to be furnished with the offer)</li> <li>b.) Vendors to provide satisfactory documentory proof w.r.t experience as mentioned in point 01.01.a)</li> <li>This is required from all the vendors for qualification of their offer.</li> </ul>	Vendor to accept/agree and provide details							
01.02	Vendor to provide name, designation and contact details (phone number, email address etc.) of the customer for whom such items at Sl. No01.01.a) are supplied.	Vendor to accept/agree and provide details							
01.03	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, their offers shall be rejected.	Vendor to accept/agree							

02.0	0 TECHNICAL SPECIFICATIONS	REQUIRED	
02.0	Vendors to confirm that the items quoted shall be as per BHEL drawing only.	Vendor to confirm	



LEGEND:  M= VENDOR  C= BHEL NOMINAT  P=PERFORMED BY  V = VERIFIED BY  W= WITNESSED BY				2		SL.NO		HARIDWAR			aleus an					
	, in the second	BY	C= BHEL NOMINATED AGENCY / BHEL P=PERFORMED BY					FINAL INSPECTION		BOM	2	COMPONENTS & OPERATIONS	₹ G. NO	ITEM : As		
			F		to avoid any damage or change in dim during transportation.	Identification No. ( PO NO / DRG NO to be etched/punched on each item)	Completeness of Items as per B.O.M.	Free from burrs & dents	Visual & Dimensional inspection to be done as per drawing. Check and ensure all dimensions within tolerance mentioned in drg. All technical requirements to be met as mentioned in drg.	Chemical Composition	w	CHARACTERSTICS	: As per Enquiry No		Enquiry No	MANUFACTURING QUALITY PLAN
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5			CONTRACTOR	MANUFACTURER / SUB	Properly Done so that item does not suffer any dents or scratches. Protection of Steel surface against any rust / corrosion. Strong suitable packing to withstand any possible careless mis-handling in transportation	T	Drawing	BHEL Drawing	BHEL Drawing	BHEL Drawing	8	ACCEPTANCE OF NORMS	J.	PACKAGE:	,	2 *
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) )	Mgr (TR)		GR (TR)		ection of stand any		el e				11	REMARKS				

# **Contact Details of Bidder**

Work Address	
Correspondence Address	
PAN NO.	
GST NO.	
Details contact person for cla	arification regarding bid:
Contact Person Name	
Designation	
Email Id	
Mobile No	
Landline NO	
	Signature of authorized representative of Bidder's Name:
Place:	Designation:
Date:	Company Seal: