

Buyer Specific Special Terms and conditions
Item Name: GSC Air Exhauster with Motor (24 Nos)
Projects: 2X800 MW ADANI Projects - (06 Nos)

1. Scope of Enquiry

E-bids on GeM portal are invited from bidders for the supply of **GSC Air Exhauster with Motor for 2 x 800MW ADANI, Projects** (tabulated) as per requirement mentioned below:

| Sl. No. | Material Code & Item Description | Project Name | Qty (SET) | Lot No. | Lot Qty (SET) | Date Supply Completion for |
|---------|---|------------------------|-----------|---------|---------------|----------------------------|
| 1 | Material Code W90716121050 <u>Air Exhauster with Motor</u> SPEC: HE 57008 REV: 11, Type-E, Motor , type-IE3, Confirming to IS-12615 or IEC:60034-30) | 1. ADANI, RAIGARH PH-2 | 4 Nos | 1 | 2 | 05.03.2026 |
| | | | | 2 | 2 | 05.07.2026 |
| | | 2. ADANI, RAIPUR PH-2 | 4 Nos | 1 | 2 | 31.10.2026 |
| | | | | 2 | 2 | 30.04.2027 |
| | | 3. MIRZAPUR UP PH-1 | 4 Nos | 1 | 2 | 30.04.2027 |
| | | | | 2 | 2 | 30.10.2027 |
| | | 4. KAWAI-PH-2 | 4 Nos | 1 | 2 | 30.11.2027 |
| | | | | 2 | 2 | 30.05.2028 |
| | | 5. KAWAI, PH-3 | 4 Nos | 1 | 2 | 30.01.2028 |
| | | | | 2 | 2 | 30.07.2028 |
| | | 6. ADANI, MAHAN PH-3 | 4 Nos | 1 | 2 | 30.10.2027 |
| | | | | 2 | 2 | 30.04.2028 |

2. Project / Consignee Detail

| Sl. No. | Project Name | Site/ Project Address |
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| 1 | ADANI, RAIGARH Ph 2 | Adani Power Limited, Village: Chhote Bhandar, PO: Bade Bhandar, Tehsil: Pussore Raigarh 496100, Chhattisgarh |
| 2 | ADANI, RAIPUR PH-2 | Adani Power Limited, Village: Raikheda Block: Tilda, Raipur 493225, Chhattisgarh |
| 3 | MIRZAPUR UP | Mirzapur Thermal Energy (UP) Private Limited Village: Dadri Khurd; PO: Darhi Ram Tehsil: Sadar, District: Mirzapur 231 304, Uttar Pradesh |
| 4 | KAWAI-PH-2 | Adani Power limited, Kawai, 2 x 800 MW(Phase-II) Thermal Power project, Village - Kawai, Tehsil - Atru, Baran -District, Rajasthan, Pin- 325219 |
| 5 | KAWAI, PH-3 | |
| 6 | ADANI, MAHAN PH-3 | Mahan Energen Limited, 2x800 MW (Phase-III) Mahan Ultra Supercritical Thermal Power Project, Village: Bandhoura, Karsualal Tehsil: Waidhan, District-Singrauli, Pin - 486886, MP |

3. EARNEST MONEY DEPOSIT (EMD): NIL

Annexure A: Buyers Specific Additional Terms & Conditions in addition to GTC

| Sl. NO. | Terms | Description | Your confirmation |
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| 1. | <u>Confirmation to compliance of GeM GTC</u> | General terms and conditions on GeM 4.0 (Version 1.21) or subsequent rules/policies issued by GeM shall be applicable. Please confirm. | |

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| 2. | Public Procurement (Preference to Make in India) | For this procurement, the local content to categorize, a supplier as a Class-I local supplier/ Class-II local Supplier, purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), PPP-MII Order No. P-45021/ 2/ 2017-PP (BE-II) dtd. 04/06/2020 issued by DPIIT. In case of subsequent Orders issued by the respective 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. | |
| | | Vendor to submit tender specific self-certificate (Annex-B) in line with PPP-MII Order No. P-45021/ 2/ 2017-PP (BE-II) dtd. 04/06/2020 clearly indicating percentage of local content. Please Confirm | |
| 3. | Pre-Qualification Requirements (PQR) | Please note that procurement shall be done only from the vendors who full-fill the PQR requirement and accepted by our engineering. Bidders are required to fill the required data along with supporting document for BHEL review and approval. Offers of only those vendors will be considered who qualify the PQR before opening of price-bids. | |
| 4. | Vendor Approval | Vendor approval from customer is required. Vendor be asked to submit credentials (company profile, supply experience with BHEL as well as with other customers, End user certificate, copy of ISO certification, Manufacturing & testing facilities etc.) arranging customer approval. Price bid shall be opened for customer approved vendors only. | |
| 5. | Special Instruction of Technical requirement | Material specification as per Spec HE57008 rev 11, Type-E only. Motor type-IE3, Confirming to IS-12615 or IEC:60034-30) | |
| | | Anti-Vibrating pads (for all Exhausters) to be provided for limiting the vibration in limit as per clause 2.3.2 of specification HE 57008 rev-11. | |
| | | Foundation Bolts (4 nos) with each Air Exhauster to be supplied by vendor. | |
| | | Paint shade shall be RAL 9002. 1 coat of Primer paint -75 DFT, 1 coat of Intermediate paint-100 DFT, Finish paint-50 DFT. Total DFT-225 microns. | |
| | | Air Exhausters to be supplied in Pairs as per Fig-2 of HE57008 (Mirror orientation). | |
| | | Kindly confirm that quoted offer by you have been complied all technical requirements as given in tender documents and submit all documents to BHEL as per tender specifications and drawings without any deviations. | |
| 6. | Quality Requirements | <ul style="list-style-type: none"> ➤ Bidders to submit endorse copy of BHEL SQP QA/BE/QP/307, Rev-06. ➤ Bidders to confirm that inspection shall be by done by BHEL Nominated inspection agency (M/s QUEST) as per finally BHEL approved QP. ➤ BHEL approved QP shall be followed in totality. BHEL can modify / changes in above QP during QP approval. ➤ Please note that BHEL will pay directly to BHEL's nominated TPI. | |
| 7. | Motor Make | Bidder to confirm that IE3 motor shall be used from following manufacturer only: <ol style="list-style-type: none"> 1. CGL, Ahmednagar 2. ABB, Faridabad 3. BBL, Mumbai 4. KEC, Bangalore 5. BHEL 6. Siemens, Mumbai 7. Jyoti, Baroda 8. MARATHON ELECTRIC, Kolkata 9. NGEF, Hubli | |
| 8. | Evaluation criteria | Evaluation will be done on the basis of total landed cost to BHEL with cost involved for delivery up to all respective project site (considering material cost, taxes & duties, Freight etc. | |
| 9. | Price basis, Evaluation Currency, Firm prices & Transit Insurance | Prices should be quoted on door delivery basis up to respective site basis i.e. including freight, packing & forwarding charges, GST etc. The evaluation currency for this tender shall be INR. Price will remain firm and fixed during entire execution of tender/supply. | |

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| | | Transit insurance shall be arranged by BHEL and not to be included in the prices. | | | | | | | | | |
| 10 | Consignee Address Declaration | Consignee mentioned in ATC/ GeM enquiry are mentioned as actual and may differ during ordering. However, material to be dispatched by vendor to respective site as actual. | | | | | | | | | |
| 11 | BID to RA | Applicable as per GeM NIT | | | | | | | | | |
| 12 | Payment Terms | <div>The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) as per the below details:<table><tr><td>Type of Bidder</td><td>Payment Terms (Number of Days) from MRC</td></tr><tr><td>Micro & Small Enterprises (MSEs)</td><td>45 days</td></tr><tr><td>Medium Enterprises</td><td>60 days</td></tr><tr><td>Non MSME</td><td>90 days</td></tr></table>Subject to submission of non-discrepant documents. MSE benefits shall be as per GeM/ GeM NIT.</div> | Type of Bidder | Payment Terms (Number of Days) from MRC | Micro & Small Enterprises (MSEs) | 45 days | Medium Enterprises | 60 days | Non MSME | 90 days | |
| Type of Bidder | Payment Terms (Number of Days) from MRC | | | | | | | | | | |
| Micro & Small Enterprises (MSEs) | 45 days | | | | | | | | | | |
| Medium Enterprises | 60 days | | | | | | | | | | |
| Non MSME | 90 days | | | | | | | | | | |
| 13 | Document submission for approval from BHEL | Drawings/Data sheets, Quality Plan etc. as called for in the specifications shall be submitted for approval to BHEL for BHEL approval within 30 days of purchase order. Approved documents/QP are to be followed by the supplier without any price implication. Any delay in delivery on account of late submission of drawings/data sheets/QAP/documents shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis. | | | | | | | | | |
| 14 | Manufacturing clearance | In case of ordering, vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. No manufacturing is to be started without getting clearance from BHEL. Kindly confirm. | | | | | | | | | |
| 15 | Manufacturing cum Delivery Period | <div>Kindly quote your minimum delivery period in no. of weeks. (time taken including manufacturing + Joint inspection + 07 days for MDCC issuance and up to Dispatch)</div> <div>From the date of manufacturing clearance.....</div> <div>Early delivery will be accepted as per BHEL site requirement.</div> | | | | | | | | | |
| 16 | MDCC clause | <div>Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL/ Customer. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis.</div> <div>In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.</div> <div>Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.</div> | | | | | | | | | |
| 17 | Guarantee | <div>Kindly confirm that all equipment shall be guaranteed for trouble free & satisfactory operation for minimum period of 18 months from the date of delivery or 12 months from date of commissioning, whichever is earlier.</div> <div>Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.</div> | | | | | | | | | |
| 18 | Liquidated Damages | If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed | | | | | | | | | |

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| | | quantity (lot-wise) per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed lot quantity without any controversy/dispute of any sort whatsoever. | |
| | | The date of dispatch mentioned on LR/GR would be treated as the date of delivery for penalty purposes. | |
| 19 | HSN Code & Other Instructions | 8 DIGIT GST HSN CODE OF ITEM MAY PLEASE BE FREEZED WITH VENDOR BEFORE PO PLACEMENT. PLEASE PROVIDE 1. INVOICE, GR/LR, MDCC, PKG LIST ALONG WITH E-WAY BILL IS REQUIRED FOR BILLING. 2. DOCUMENTS (GR/LR, PACKING LIST, TEST CERTIFICATES) ARE REQUIRED IN ORIGINAL. | |
| 20 | Packing Instructions | <ul style="list-style-type: none"> ➤ Material of unit-1, unit-2 and mandatory spares need to be packed in separate boxes. ➤ MSDS (Material Safety Data Sheet) is to be sent along with LR DOCs, If applicable. ➤ Vendor to ensure proper and sturdy packing suitable for handling during transportation up to site in healthy condition. ➤ Vendor to submit packing list (box-wise) for BHEL review before dispatch. | |
| 21 | Settlement of Dispute, CONCILIATION & ARBITRATION: | <p>Settlement of Dispute If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Officer / IEM for amicable resolution by the parties. Designated Officer / IEM who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per 'CONCILIATION' Clause.</p> <p>CONCILIATION: Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com). Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p> <p>ARBITRATION: Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p>A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.</p> <p>After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions (shall be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable</p> | |

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| | | <p>experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar.</p> <p>Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar, shall have exclusive jurisdiction.</p> <p>Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p>In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> | |
| 22 | BREACH OF CONTRACT, REMEDIES AND TERMINATION: | <p>The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. III. The Supplier/Vendor delivers equipment/ material not of the contracted quality. IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor. IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise. X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner. <p>Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p>Remedies in case of Breach of Contract.</p> <p>i) Wherein the period as stipulated in the notice issued under above clause has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on</p> | |

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| | | <p>the ground of "Breach of Contract" without any further notice to contractor.</p> <p>ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>iii) 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 no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p>a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note:</p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p> | |
| 23 | Suspension of Business Dealings with Suppliers / Contractors: | <p>The offers of the bidders who are under suspension as also the offers 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.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business Dealings, 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. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p> | |
| 24 | CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS | <p>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:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>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</p> <p>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</p> <p>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:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> | |

| | | <p>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. "</p> | | | | | | | | | | | | | |
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| 25 | MICRO AND SMALL ENTERPRISES (MSE): | <p>Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1"> <tr> <th>Type under MSE</th><th>SC/ST owned</th><th>Women owned</th><th>Others (excluding SC/ ST & Women Owned)</th></tr> <tr> <td>Micro</td><td></td><td></td><td></td></tr> <tr> <td>Small</td><td></td><td></td><td></td></tr> </table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p> | Type under MSE | SC/ST owned | Women owned | Others (excluding SC/ ST & Women Owned) | Micro | | | | Small | | | | |
| Type under MSE | SC/ST owned | Women owned | Others (excluding SC/ ST & Women Owned) | | | | | | | | | | | | |
| Micro | | | | | | | | | | | | | | | |
| Small | | | | | | | | | | | | | | | |
| 26 | JURISDICTION: | This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract. | | | | | | | | | | | | | |
| 27 | Force Majeure | <p>"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities , invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc.</p> <p>The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure</p> | | | | | | | | | | | | | |
| 28 | 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. | | | | | | | | | | | | | |
| 29 | Fraud Prevention Policy: | 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 | | | | | | | | | | | | | |

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| | | suspected fraud as soon as it comes to their notice. | |
| 30 | Order of Precedence: | In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. GeM Bid Technical Conditions of Contract (TCC) d. GeM GTC | |
| 31 | Contact details | Please provide 2 Nos of contact details (email id and contact no.) for clarifications. 1..... 2..... | |

Note: Please fill your acceptance/ comments in confirmation column. Blank column will be understood as accepted by bidder.

SPECIAL NOTE FOR BIDDERS:

Following documents are an integral part of this tender enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be uploaded along with offer on GeM procurement portal.

1. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Terms & Conditions and its clause wise supporting documents where required.
2. Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR.
3. Please submit endorsed copy of quality plan QA/BE/QP/307 REV-06.
4. Please submit MSE certificate (if have) and self-declaration of MII class certificate as per Annex-B.
5. Please submit endorsed copy of respective offering equipment drawing.

Annexure B:

Format for Self-Certification under preference to Make in India order

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, we hereby certify that we M/s (supplier name) are local supplier. The percentage of local content in the items (Duplex Filter for Jacking Oil) for Suratgarh Project offered by us against Enquiry No. is% (percentage).

Details of location at which local value addition will be made is as follows:

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We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.