

**ANNEXURE-A****ADDITIONAL TERMS & CONDITIONS (ATC)**

Description of the Material	PNEUMATIC ACTUATORS FOR BHUSAWAL SCR PROJECT	
BHEL Tender No. & Date		
<b>GENERAL INFORMATION</b>		
The bidder has to keep track of any changes by viewing the Corrigendum's issued by the Buyer on time-to-time basis in the Government e Marketplace (GeM) portal. The Company calling for tenders shall not be responsible for any claims/problems arising out of this. Any pre-bid query, kindly contact: <b>Mr. Kevin Ark Kumar</b> , Manager/Materials Management/BOI Tel: 0431-2578109, email: <a href="mailto:kevin@bhel.in">kevin@bhel.in</a> ; <b>Mr. N Mohan</b> , Deputy Engineer /Materials Management/BOI Tel: 0431-2577446, email: <a href="mailto:mohann@bhel.in">mohann@bhel.in</a> .		
<b>Sl. No.</b>	<b>Terms and conditions</b>	<b>Vendor's confirmation</b>
1	<b>Firm Price:</b> The quoted / finalised rates shall be Firm till execution GeM Contract.	Accepted
2	<b>Package Details:</b> The tender is floated as a Single package. It is mandatory to quote for complete Package. There will be no Splitting of quantity.	Accepted
3	<b>Delivery term:</b> F.O.R Destination Basis; The quoted unit price shall be Inclusive of Packing, Forwarding, Freight and GST. <b>Insurance is in BHEL Scope</b>	Accepted
4	<b>LIQUIDATED DAMAGES:</b> Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of 0.5% of the Total order value per week of the delay or part thereof, subject to a maximum of 10% of the Total order value.	Accepted
5	<b>PAYMENT TERM:</b> 100% Payment within 60 days of issue of Consignee Receipt-cum-Acceptance Certificate and online submission of bills. Payment to MSE vendors will be as per MSMED Act, 2006.	Accepted
6	<b>Guarantee / Warranty Period :</b> Guarantee / Warranty clause is 18 months from the date of delivery or 12 months from the date of actual put in use; whichever is earlier.	Accepted
7	<b>Delivery Period:</b> <b>60 days</b> from manufacturing clearance / document approval for main items & <b>180 days</b> for Spares, as indicated in GeM. Vendor quoted delivery period shall include all activities i.e. manufacturing / production, Inspection, Packing, Forwarding, dispatch.	Accepted
8	Techno-Commercial bids of vendors will be evaluated; however, the Price bid will be opened, subject to our customer's approval, else the offer will be rejected. Vendors shall submit credentials for taking up with customer, for their approval.	Accepted
9	<b>Document Submission (to be uploaded in GeM)</b> 1. The documents called for in Pre-Qualification Requirement (PQR) shall be mandatorily submitted. 2. All the technical documents which have been attached along with this tender i.e Specification, Drawings, Data Sheet, QP, packing procedure etc.; signature to be endorsed on all pages with company seal on all Technical documents & Sub-delivery enquiry deviation format. 3. Filled-in/signed Annexure-A, ATC: ADDITIONAL TERMS & CONDITIONS. (Mandatory for Commercial evaluation) 4. Filled-in / signed Annexure B (Vendor questionnaire) 5. If MSE vendor, please attach Udyam Regn Certificate. 6. Self-Certification for Make In India Clause as per Format.	Submitted/ Not Submitted

10	<p>Any deviation on technical/QP/packing requirements shall specifically be indicated in the “sub-delivery enquiry deviation format” attached along with the enquiry. Deviations / clarifications declared elsewhere will not be evaluated. <b><u>Also, any deviations from the commercial terms and conditions shall be clearly spelt out in this format itself.</u></b> Deviations / clarifications declared elsewhere will not be evaluated. Deviations taken, if any, by vendor as per our requirement above shall be clearly got accepted by BHEL in writing during enquiry stage itself.</p> <p>In the event of an order no deviations, unless accepted by BHEL in writing during enquiry stage will be entertained and all other techno-commercial requirements will be binding on successful bidder and failure to execute the terms will lead to disciplinary action by BHEL against the said bidder.</p>	No Deviation Format Submitted/ Not Submitted
11	<p>Technical / commercial clarification, if any, will be initiated through EPS / email. Vendor to respond to the clarifications within 2 working days. If the vendor fails to respond, even after three reminders, then the vendor will be considered as <b>non-responsive and the offer is liable to be rejected.</b></p>	Accepted
12	<p><b>RISK PURCHASE:</b> In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations 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. Risk &amp; cost clause, in line with conditions of contract may be invoked in any of the following cases:</p> <ol style="list-style-type: none"> <li>1. Contractor’s poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.</li> <li>2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li> <li>3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.</li> <li>4. Termination of contract on account of any other reason (s) attributable to contractor.</li> <li>5. Assignment, transfer, subletting of contract without BHEL’s written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>6. Non-compliance to any contractual condition or any other default attributable to contractor.</li> </ol> <p>Risk and Cost amount against balance work will be calculated as follows:  <math display="block">\text{Risk \&amp; Cost Amount} = [(A-B) + (A \times H/100)]</math> Where,  A= Value of Balance scope of Work/ Supply (*) as per rates of new contract  B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any.  H = Overhead Factor to be taken as 5  In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).  *(Balance scope of work/ supply)  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/ Supply for calculating risk &amp; cost amount.  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.  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. 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.  However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.  NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as ‘Balance scope of work/supply’ for calculating Risk &amp; Cost amount.</p>	Accepted
13	<p><b>PO Acknowledgement:</b> Within 7 days from the date of issue of GeM contract.</p>	Accepted

14	<p><b>Fraud Prevention Policy</b> Suppliers involving in fraudulent practices or delayed supply (or) non-Supply will be dealt with provision as indicated in “Guidelines for Suspension of Business Dealings with Suppliers / Contractors” which is hosted in website <a href="http://www.bhel.com">www.bhel.com</a>. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>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 transparent and fair manner, and with equity. 1.2 Commitment by Bidder / Supplier / Contractor: 1.2.1. The bidder / supplier / contractor commit 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 issues 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 &amp; 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 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 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 <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions.</p>	Accepted
15	<p><b>Repair &amp; replacements:</b> Within the guarantee period vendor has to replace / rectify the defective/damaged items on free of cost within a reasonable time of reporting from our end. All incidental charges like freight, insurance and customs duty / GST are to vendor account only. The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. The defective parts / components will not be returned back to vendor works by us due to procedural problems.</p>	Accepted
16	<p><b>BHEL reserves the right to cancel / modify the tender, if the need so arises, without assigning any further notice or reason therefore.</b></p>	Accepted
17	<p><b>JURISDICTION:</b> In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the arbitration clause.</p>	Accepted
18	<p><b>SECRECY OF CONFIDENTIAL INFORMATION:</b> The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.</p> <p>All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.</p> <p>BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorized activity.</p>	Accepted

**By signing this Annexure, the vendor consents the above Additional Terms & Conditions (ATC) are accepted, this, shall be binding between BHEL and the Vendor; and no other terms quoted / mentioned by vendor, elsewhere in the Offer/Qtn will be considered or accepted by BHEL.**

**This document is part of Tender terms & Conditions and shall be mandatorily uploaded along with the offer documents in GeM Portal in ATC.**

**ANNEXURE-B**

1	ITEM	PNEUMATIC ACTUATORS FOR BHUSAWAL SCR PROJECT
2	GEM ID NO	

**VENDOR DETAILS**

SI No	DESCRIPTION	DETAILS TO BE FILLED
1.	VENDOR / FIRM NAME	
2.	BHEL VENDOR CODE (IF ANY)	
3.	QUOTATION REFERENCE & DATE	
4.	CONTACT PERSON NAME	
5.	CONTACT PERSON MOBILE NO	
6.	CONTACT PERSON EMAIL ID	
7.	WORKS ADDRESS & TELE NO	
8.	OFFICE ADDRESS & TELE NO	
9.	PAN NO	
10.	GST NO	
11.	MSE VENDOR / NON MSE VENDOR	MICRO / SMALL

**VENDOR QUESTIONNAIRE**

Sl no	Terms	Questions	Vendor confirmation
1	HSN CODE	Pl mention	
2	GST	Pl Mention	%
3	MII	Pl mention the percentage of Local content	%
4	Attachments 1	Have you submitted the Udyam registration certificate? (applicable only for Micro & Small Enterprises)	Yes / No
5	Attachments 2	Have you submitted the point wise supporting documents required against Pre-Qualification Report (PQR)?	Yes / No
6	Attachments 3	Have you submitted the filled-in, signed / with company seal "NIL Deviation Format"?	Yes / No
7	Attachments 4	Have you submitted the signed / with company seal, all pages of "Technical Specification, Drawing, datasheet & Quality Plan" with respect to this tender along with your quoted offer?	Yes / No
8	Attachments 5	Have you submitted the filled-in, signed, sealed "Self declaration format for MII clause" as per format in your company letter head? (Indicate the % of Local Content)	Yes / No

**PLEASE UPLOAD THIS DOCUMENT IN GEM PORTAL DULY FILLED SIGNED AND STAMPED ALONG WITH YOUR OFFER**

**/ On Bidder's office letter pad /**

Self-Declaration

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018,

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

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

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

**For Company Name:**

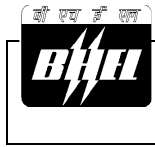
**Seal:**

**Signature:**

**Date:**

**Place:**

(Please fill all the yellow color field)



**PURCHASE / MM / BOI  
ENQUIRY DEVIATION**

429-024

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<b>SCHEDULE OF DEVIATION TO BOI ENQUIRY NO:</b>		<b>DATE</b>	
<b>DESCRIPTION</b>	<b>INSTRUMENT FITTINGS FOR MAUDA AUX PROJECT</b>		
<b>SPECIFICATION</b>	<b>Power Cylinder: TCI:143/Rev. 12 SMART Positioner, TCI:317/Rev. 06</b>		
<b>QUALITY PLAN</b>	<b>QA:CI:STD:QP:42/Rev. 05</b>		
<b>PACKING PROCEDURE</b>	<b>As per Clause-11.0 of Specification: TCI:143/Rev. 12</b>		
<b>DRAWINGS</b>	<b>TB Wiring Drawing: 3-97-599-24099/Rev. 02 Annexure-A Actuator mounting arrangement &amp; Annexure-B Linkage Rod Drawing</b>		
<b>DOCUMENT REFERENCE</b>	<b>BHEL ENQ. CALLED FOR</b>	<b>FIRM'S ALTERNATIVE OFFER</b>	
	<b>NIL DEVIATION</b>		

CERTIFIED THAT OTHER THAN THE ABOVE DEVIATIONS, WE ARE ACCEPTING ALL THE OTHER SPECIFICATIONS AND REQUIREMENTS IN FULL TO YOUR ENQUIRY.

STATION:

DATE:

SIGNATURE OF COMPANY REPRESENTATIVE

COMPANY  
SEAL

- NOTE 1. Deviations should be taken only in the extreme case.  
2. If necessary, use additional sheets with page control number.