

ADDITIONAL TERMS & CONDITIONS

1. General Instructions:

- Drawings pertaining to this tender will be issued to only those sellers who will submit duly filled NDA (Non-Disclosure agreement) to BHEL at e-mail ID i.e. kaushal@bhel.in/deepakakumar1@bhel.in.
- Vendor to extend offer validity as and when required.
- Participation of bidders from countries sharing land borders with India shall be governed as per Rule 144(xi) of the General Financial Rules (GFRs) 2017.
- Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not Sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not match with BHEL requirement.

2. Item Details-

Annexure-1				
Items Detail				
Ref no:T/T206/24/1451B/1				
SI No	Material Code	Description	Qty	Unit
1	W97311241065	SEAL RING 41124156016 rev02	4	no
2	W97311241057	SEAL RING 41124156016 rev02	4	no
3	W97311241049	SEAL RING 41124156016 rev02	2	no
4	W97311241030	SEAL RING 41124156016 rev02	4	no
5	W97311241022	SEAL RING 41124156016 rev02	4	no

3. Quality Requirements –

“TESTING AND CERTIFICATION AS PER ORDERING DRAWING & DOCUMENTS IS REQUIRED.”

4. Commercial Terms

Bidder to accept all terms and conditions as per GeM enquiry and GeM latest GTC.

5. Warranty Terms

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of **18 months** from the date of receipt.

6. Payment term:

Payment terms shall be as per followings:

For Non MSEs bidder:

100% payment will be released within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

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.”

For Medium Enterprises:

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.

7. **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, et c., will be applied as per provisions of the contract.

8. **Conflict of Interest among Bidders/ Agents**

*"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 authorise only one agent/dealer. There can be only one bid from the following:*
 - i. *The principal manufacturer directly or through one Indian agent on his behalf; and*
 - ii. *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."*

9. **Action against Bidders / vendor / supplier / contractor in case of default:**

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / 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-businessdealings-Suppliers contractors>

10. The offers of the bidders who are under hold/suspension/debarred as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

- 1.1 Integrity commitment, performance of the contract and punitive action thereof:
- 1.2 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 a transparent and fair manner, and with equity.
- 1.3 Commitment by Bidder/ Supplier/ Contractor:
 - 1.3.1 The bidder/ supplier/ contractor commits 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.
 - 1.3.2 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 issued from time to time by Govt. of India/ BHEL.
 - 1.3.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & 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 malpractices, 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 www.bhel.com and/or under applicable legal provisions.

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

Annexure-1**Items Detail**

Ref no:T/T206/24/1451B/1

SI No	Material Code	Description	Qty	Unit
1	W97311241065	SEAL RING 41124156016 rev02	4	no
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3	W97311241049	SEAL RING 41124156016 rev02	2	no
4	W97311241030	SEAL RING 41124156016 rev02	4	no
5	W97311241022	SEAL RING 41124156016 rev02	4	no

DESCRIPTION OF ITEM:

i. Item Detail:

Spring energized metal C-type seal rings (Internal pressure face seal) are used in steam turbine valves having supercritical steam as working medium (refer fig.1).

ii. Technical details:

Technical details of Spring energized metal C-type seal rings shall be as follows:

Jacket/Spring material: Alloy X750 or Cobalt Chromium Nickel Alloy or Alloy 718 (different combinations)

Plating / Coating: Silver (Ag) or Nickel (Ni): Thickness up to 0.13 mm

Seal Ring Outer Diameter (A): Dia. 29.40 mm to Dia. 70.50 mm

Seal free height (C): 3.18 to 4.78 mm

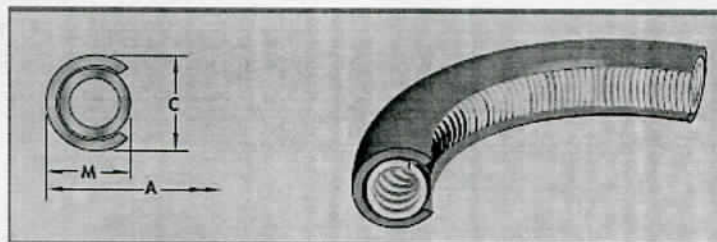


Fig.1. Spring energized metal C type seal rings

MANDATORY REQUIREMENT FOR PRE-QUALIFICATION:

(Items supplied in final finish condition only will be considered for experience. Vendor must meet the following experience criteria as on the date of issuance of enquiry)

1. The vendor should be a regular manufacturer / supplier / authorised dealer (in case of authorised dealer valid authorization certificate from principal manufacturer to be submitted) of Spring energized metal C-type seal rings (in final finish condition) and vendor should have executed at least two (2) nos. of Purchase Order to OEM (Original Equipment Manufacturer) of Steam Turbine Manufacturer or Thermal Power Plant of Steam Turbine or Aerospace Industry or Any other industrial application during the last 10 years as on the date of issuance of enquiry with following technical details –

SL. No.	Product features	Details
1.	Item	Spring energized metal C-type seal rings
2.	Material of Seal Ring jacket & spring	Alloy X750 or Cobalt Chromium Nickel Alloy or Alloy 718
3.	Plating / coating material	Silver (Ag) or Nickel (Ni)
4.	Seal Ring Outer Diameter (A)	Dia. 29.4mm or above
5.	Seal free height (C)	3.18mm or above

In support of above specified experience requirement, supplier has to furnish the following:

- a) At least 2 no. copy of Un-Priced Purchase Orders executed (for seal rings as per sl. no. 1 above) with details as per Table-1.

[Signature]

[Signature]


 HARIDWAR	<p align="center">PRE-QUALIFICATION REQUIREMENTS</p> <p align="center">Item: Spring energized metal C-type seal rings (BHEL material codes W97311241014, W97311241022, W97311241030, W97311241049, W97311241057, W97311241065)</p>	<p>PQR No. STE/TG/PQR/ST164 Rev.00</p> <p>Dated: 07.10.2022</p>
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Table-1

Sl. No.	Customer Name, Address & Contact Details	Purchase order No.	Date of Supply	Material of Seal Ring jacket & spring	Outer diameter (A) (mm)	Seal free height (C)	Plating / coating material	Qty.

- b) Test certificate (as given below) for Spring energized metal C-type seal rings for any one of the submitted PO. / Certificate of compliance (for above mentioned PO details mentioned in Table-1)

- Material Test certificate
- Dimensional reports
- Sketch / drawing of item (if any)

- c) Acceptance certificate / dispatch document for any one of the submitted PO of Table-1.

For Suppliers who have already supplied Spring energized metal C-type seal rings meeting above criteria to BHEL, Haridwar earlier may inform the Purchase Order Numbers only.

- At least One (01) no. of Spring energized metal C-type seal rings listed above must be in operation for a minimum One (01) years at thermal power plant or Aerospace or any other industrial application. In support of this, an end-user certificate regarding satisfactory operating conditions from OEM is to be submitted.



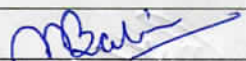
Or

Supplier to provide the document that they are approved supplier of Spring energized metal C-type seal rings for the OEM of steam turbine manufacturers (200MW and above) or Power plant industry or aviation industry and have executed at least two purchase orders to that customer (Supporting document: Approved supplier certificate from OEM & 2 no. purchase order copy from same OEM executed during last 10 years from the date of issuance of enquiry).

- Supplier to confirm that delivery of Spring energized metal C type seal rings shall be as per BHEL drawing / specification / relevant catalogue and all the technical requirements mentioned in drawings & mentioned documents shall be met completely.

General Notes:

- Against vendor's replies, BHEL reserves the right to ask for more information / documents / clarifications.
- BHEL reserves the right to cross verify information's submitted by vendor. In case any of the information is found to be false / incorrect at any stage, the offer shall be rejected.
- Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria.
- The vendor should furnish all the documents in English language only. If the documents are not in English, then they must be accompanied by duly certified English translations of the same.
- BHEL team may visit Supplier works to assess Supplier's manufacturing and testing facilities, if required.

Prepared by	Checked by	Approved by
		
Shubham Mittal (Manager/STE-TG)	Shubham Mittal (Manager/STE-TG)	Maneesh Batrani (AGM / STE-TG & TB)

ANNEXURE-3

ANNEXURE (NON DISCLOSURE AGREEMENT)

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

_____(Name of the Vendor)., having its registered offices in _____(Address of Vendor), registered under the no. _____ of the Companies' register of _____(Name of Place and Country), capital stock of _____(Value), with a place of business in _____(Name of Place and Country) (hereinafter referred to as "_____(Name of Vendor)" which expression shall unless repugnant to the context shall include its successors & assigns.

AND

Bharat Heavy Electricals Ltd a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as "BHEL") which expression shall unless repugnant to the context shall include its successors & assigns. hereinafter also referred to individually as "the Party" or collectively as "the Parties".

BACKGROUND

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

WHEREAS

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Tender Enquiry No..... also mentioned in Exhibit 1;

B) The purpose of entering in to NDA is that during the ensuing discussions and negotiations, it may occur that either Party discloses to the other technical, financial or business information of a proprietary or confidential nature, which the Parties intend to protect against, making it available,

by any means to any third person, and other unauthorized use and/or further disclosure by the recipient, in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature, including but not limited to, commercial information, know how and technical information in the form of designs, drawings, concepts, requirements, specifications, software, interfaces, components, processes, or the like, that have been or will be disclosed by either Party to the other pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice .

2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that either Party may elect to use during the life of this Agreement, but if an originating Party originally discloses information orally or visually, the receiving Party will protect such information as Proprietary Information to the extent that the originating Party :

- identifies the Information as Proprietary at the time of original disclosure,
- summarizes the Proprietary Information in writing.

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file. Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. Each Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the Indian laws and regulations.

4. The receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that either Party receives from the other shall:

- a) be protected and kept in strict confidence by the receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
 - b) be only disclosed to and used by those persons within the receiving Party's organization or that of its parent or controlled companies who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
 - c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;
 - d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement

5. Any Proprietary Information and copies thereof disclosed by either Party to the other shall remain the property of the disclosing Party and shall be immediately returned or destroyed by the receiving Party upon request.

6. The receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the receiving Party can prove that:

- a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
- b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
- c) it has been lawfully received from a third Party without breach of this Agreement; or

- d) it has been or is published without violation of this Agreement; or
- e) it has been independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
- f) it has not been properly declared, designated or confirmed as Proprietary or Confidential; or

7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.

8. Any Proprietary Information which is identified as “Classified Information”, or whose export is subject to an export license, shall be identified as such by the disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the disclosing Party's Government.

9. The disclosure of Proprietary Information under this Agreement by either Party to the other shall not be construed as granting to the receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.

10. This Agreement covers the exchange of Proprietary Information which may be made by either Party to the other until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the other contractual Party before the effective date, shall also be protected under this Agreement.

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information

11. The expiry of the period contemplated in Article 10 of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.

12. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information in connection with the contract entered between both the parties and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement.

13. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.

14. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the Arbitration and Conciliation act of India 1996, of a sole arbitrator mutually appointed by both the parties. The courts of Haridwar shall have exclusive jurisdiction.

15. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.

16. Notices to _____ (**Name of Vendor**) shall be made at the following address:

(Complete Address of Vendor)

Attention: Mr. _____ (**Name of the Authorised Person of Vendor**)

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,
HEAVY ELECTRICAL EQUIPMENT PLANT,
Ranipur, Haridwar-249403 (Uttarakhand), India

Attention: _____ (**Name of the PPX Incharge**)

17. The effective date of this Agreement shall be the date of the last signature appearing herein.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of
(Name of Vendor)

By:

Title:

Signature:

Signed for and on behalf of

BHEL

By:

Title:

Signature:

EXHIBIT 1

to the
NON-DISCLOSURE AGREEMENT

between

_____(Name of Vendor)

and

BHARAT HEAVY ELECTRICALS LIMITED

dated:

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Servicesfor which the Enquiry issued
/ Purchase order to be placed

_____(Name of Vendor) list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :

EXHIBIT 2

to the
NON-DISCLOSURE AGREEMENT
between
_____(Name of Vendor)
and
Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information under this Agreement:

For (Name of Vendor)
(Name of Person)

Tel.
Fax
Address.

Tel.
Fax
Address.

For Bharat Heavy Electricals Ltd.
Mr.
Tel. 01334
Fax 01334
Address. Main Administration Building
BHEL, HEEL, Haridwar
India

Mr.
Tel. 01334
Fax 01334
Address. Main Administration Building
BHEL, HEEL, Haridwar
India