

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	25-06-2022 14:00:00
<b>Bid Opening Date/Time</b>	25-06-2022 14:30:00
<b>Bid Offer Validity (From End Date)</b>	75 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	10040025-c F P Rudrapur
<b>Total Quantity</b>	680
<b>Item Category</b>	AL. ALLOY FLANGE TANK SUPPORT (Q3) , AL. ALLOY BUSHING PLATE R001 (Q3) , AL. ALLOY BUSHING PLATE R003 (Q3) , AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. -337618TT202) (Q3) , AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. -337618TT205) (Q3) , AL. ALLOY FLANGE (DRG. NO. -337618TT017) (Q3) , STAINLESS STEEL CENTRING SLEEVE AS PER DRG. NO. -337618TT042 ITEM-2(HOLE TYPE) (Q3) , STAINLESS STEEL CENTRING SLEEVE AS PER DRG. NO. -337618TT042 ITEM-1(SLOT TYPE) (Q3) , STEEL SLEEVE AS PER DRG. NO. -337618TT018 (MATERIAL GRADE: CK-45/NR 1.1191) (Q3)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience</b>	Yes
<b>Startup Exemption for Years Of Experience</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>Primary product category</b>	AL. ALLOY BUSHING PLATE R001
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Item wise evaluation

#### EMD Detail

Required	No
----------	----

## ePBG Detail

Required	No
----------	----

(a). The EMD % will be applicable for each schedule/group selected during Bid creation.

### Splitting

Bid splitting not applied.

### MII Purchase Preference

MII Purchase Preference	Yes
-------------------------	-----

### MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the

offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

#### **Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

<b>Evaluation Schedules</b>	<b>Item/Category</b>	<b>Quantity</b>
Schedule 1	Al. Alloy Flange Tank Support	160
Schedule 2	Al. Alloy Bushing Plate R001	30
Schedule 3	Al. Alloy Bushing Plate R003	30
Schedule 4	Al. Alloy Expansion Tank Flange (drg. No. -337618tt202)	80
Schedule 5	Al. Alloy Expansion Tank Flange (drg. No. -337618tt205)	80
Schedule 6	Al. Alloy Flange (drg. No. -337618tt017)	160
Schedule 7	Stainless Steel Centring Sleeve As Per Drg. No. -337618tt042 Item-2(hole Type)	30
Schedule 8	Stainless Steel Centring Sleeve As Per Drg. No. -337618tt042 Item-1(slot Type)	30
Schedule 9	Steel Sleeve As Per Drg. No. -337618tt018 (material Grade: Ck-45/nr 1.1191)	80

#### **AL. ALLOY FLANGE TANK SUPPORT ( 160 pieces )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes	PVC clause shall be applicable as per below formula.	<a href="#">16543164651.pdf</a>

Brand Type	Unbranded
------------	-----------

### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Amit Kumar Rana	263153,BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand			
			80	1	60
			80	61	120

### AL. ALLOY BUSHING PLATE R001 ( 30 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes	PVC clause shall be applicable as per below formula.	<a href="#">16543164652.pdf</a>

Brand Type	Unbranded
------------	-----------

### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Amit Kumar Rana	263153,BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand	Quantity	Delivery to start after	Delivery to be completed by
			15	1	60
			15	61	120

### AL. ALLOY BUSHING PLATE R003 ( 30 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes	PVC clause shall be applicable as per below formula.	<a href="#">16543164653.pdf</a>

Brand Type	Unbranded
------------	-----------

### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Amit Kumar Rana	263153,BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand	Quantity	Delivery to start after	Delivery to be completed by
			15	1	60
			15	61	120

### AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. -337618TT202) ( 80 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes	PVC clause shall be applicable as per below formula.	<a href="#">16543164654.pdf</a>

Brand Type	Unbranded
------------	-----------

**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Amit Kumar Rana	263153,BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand			
			40	1	60
			40	61	120

**AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. -337618TT205) ( 80 pieces )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes	PVC clause shall be applicable as per below formula.	<a href="#">16543164655.pdf</a>

Brand Type	Unbranded
------------	-----------

**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Amit Kumar Rana	263153,BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand	Quantity	Delivery to start after	Delivery to be completed by
			40	1	60
			40	61	120

### AL. ALLOY FLANGE (DRG. NO. -337618TT017) ( 160 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Whether Price variation applicable?	Price Variation Clause	Price variation clause document
Yes	PVC clause shall be applicable as per below formula.	<a href="#">16543164656.pdf</a>

Brand Type	Unbranded
------------	-----------

### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Amit Kumar Rana	263153,BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand	Quantity	Delivery to start after	Delivery to be completed by
			80	1	60
			80	61	120

### STAINLESS STEEL CENTRING SLEEVE AS PER DRG. NO. -337618TT042 ITEM-2(HOLE TYPE) ( 30 pieces )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

### Technical Specifications

Buyer Specification Document

[Download](#)**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Amit Kumar Rana	263153,BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand			
			15	1	60
			15	61	120

**STAINLESS STEEL CENTRING SLEEVE AS PER DRG. NO. -337618TT042 ITEM-1(SLOT TYPE) ( 30 pieces )****(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type

Unbranded

**Technical Specifications**

Buyer Specification Document

[Download](#)**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Amit Kumar Rana	263153,BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand			
			15	1	60
			15	61	120

**STEEL SLEEVE AS PER DRG. NO. -337618TT018 (MATERIAL GRADE: CK-45/NR 1.1191) ( 80 pieces )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
------------	-----------

**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Amit Kumar Rana	263153,BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand			
			40	1	60
			40	61	120

**Buyer added Bid Specific Additional Scope of Work**

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Drawings <a href="#">View</a>	Relevant item drawings	AL. ALLOY FLANGE TANK SUPPORT(160),AL. ALLOY BUSHING PLATE R001(30),AL. ALLOY BUSHING PLATE R003(30),AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. - 337618TT202)(80),AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. -337618TT205)(80),AL. ALLOY FLANGE (DRG. NO. - 337618TT017)(160),STAINLESS STEEL CENTRING SLEEVE AS PER DRG. NO. -337618TT042 ITEM-2(HOLE TYPE)(30),STAINLESS STEEL CENTRING SLEEVE AS PER DRG. NO. -337618TT042 ITEM-1(SLOT TYPE)(30),STEEL SLEEVE AS PER DRG. NO. -337618TT018 (MATERIAL GRADE: CK-45/NR 1.1191)(80)

S.No.	Document Title	Description	Applicable i.r.o. Items
2	QAP-1 <a href="#">View</a>	Quality Assurance Plan for Al. Alloy items	AL. ALLOY FLANGE TANK SUPPORT(160),AL. ALLOY BUSHING PLATE R001(30),AL. ALLOY BUSHING PLATE R003(30),AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. - 337618TT202)(80),AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. -337618TT205)(80),AL. ALLOY FLANGE (DRG. NO. - 337618TT017)(160)
3	QAP-2 <a href="#">View</a>	Quality Assurance Plan for Sleeve items	STAINLESS STEEL CENTRING SLEEVE AS PER DRG. NO. - 337618TT042 ITEM-2(HOLE TYPE) (30),STAINLESS STEEL CENTRING SLEEVE AS PER DRG. NO. - 337618TT042 ITEM-1(SLOT TYPE) (30),STEEL SLEEVE AS PER DRG. NO. -337618TT018 (MATERIAL GRADE: CK-45/NR 1.1191)(80)
4	PVC formula <a href="#">View</a>	PVC is applicable for items 1 to 6. Firm prices for item sl. 7 to 9.	AL. ALLOY FLANGE TANK SUPPORT(160),AL. ALLOY BUSHING PLATE R001(30),AL. ALLOY BUSHING PLATE R003(30),AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. - 337618TT202)(80),AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. -337618TT205)(80),AL. ALLOY FLANGE (DRG. NO. - 337618TT017)(160),STAINLESS STEEL CENTRING SLEEVE AS PER DRG. NO. -337618TT042 ITEM-2(HOLE TYPE)(30),STAINLESS STEEL CENTRING SLEEVE AS PER DRG. NO. -337618TT042 ITEM-1(SLOT TYPE)(30),STEEL SLEEVE AS PER DRG. NO. -337618TT018 (MATERIAL GRADE: CK-45/NR 1.1191)(80)
5	NALCO Price Circular <a href="#">View</a>	PVC base rate	AL. ALLOY FLANGE TANK SUPPORT(160),AL. ALLOY BUSHING PLATE R001(30),AL. ALLOY BUSHING PLATE R003(30),AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. - 337618TT202)(80),AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. -337618TT205)(80),AL. ALLOY FLANGE (DRG. NO. - 337618TT017)(160)

S.No.	Document Title	Description	Applicable i.r.o. Items
6	Specification <a href="#">View</a>	Raw material Aluminium Specification	AL. ALLOY FLANGE TANK SUPPORT(160),AL. ALLOY BUSHING PLATE R001(30),AL. ALLOY BUSHING PLATE R003(30),AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. - 337618TT202)(80),AL. ALLOY EXPANSION TANK FLANGE (DRG. NO. -337618TT205)(80),AL. ALLOY FLANGE (DRG. NO. - 337618TT017)(160)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 2. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

### 3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### SPECIAL CONDITION OF CONTRACT:

- 1) Items to be supplied on finished basis.**
- 2) Supplier has to arrange raw material testing/witness by BHEL or thrid party agency of BHEL before start of manufacturing.**
- 3) Supplier has to organize chemical & mechanical testing at NABL accredited labs only for raw material.**
- 4) Material GR AA6082 Temper T6 chemical and mechanical properties are as per BHEL specification No: BHE/RU/TT-3 Dt.01.02.2020.**
- 5) Inspection of Aluminium raw material should be carried out by QAP No. Q&BE/TT/RM/00 REV 03 Dt.30.05.2022.**
- 6) Supplier has to raise inspection call after manufacturing of items for inspection of finished jobs.**
- 7) After clearance of items by BHEL QLY/TPI, supplier can**

**dispatch the items.**

- 8) Finished material to be supplied in wooden box with bubble wrap packing.**
- 9) Bidder to confirm the requirement mentioned PQR (Pre-Qualification Requirement) document.**
- 10) PVC shall be applicable as per attached PVC formula for Al. alloy items i.e. sl. 1 to 6. For steel items i.e. sl. 7 to 9, no PVC is applicable and prices shall be on firm basis upto execution of contract.**
- 11) Inspection of Steel items i.e. 7 to 9 should be carried out by QAP No. QLY/TT/SL/00 REV 00 Dt.11.05.2020.**

#### TENDER TERMS & CONDITIONS.

1. Payment Terms- **100% within below specified days after the receipt and subject to acceptance of material through EFT.**

<b>Type of Bidder</b>	<b>Payment Terms</b>
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

2. Pre-dispatch Inspection shall be carried out by BHEL/BHEL authorized TPIA (Third Party Inspection Agency)/BHEL customer. Supplier shall intimate (raise inspection call on BHEL CQIR Portal <https://cqir.bhel.in/>) BHEL about material readiness well in advance (at least 07 days before) for enabling BHEL to conduct pre-dispatch inspection. Material shall be dispatched only after written dispatch clearance from BHEL. However, material shall be accepted after final inspection by BHEL at BHEL premises and availability of all relevant documents like GST Invoice, Material Test Certificate, Packing list, warranty certificate etc.
3. Any deviation regarding extra GST on quoted rates, payment term, delivery schedule, LD shall not be considered in any circumstances. Delivery schedule as mentioned in GeM bid shall only be applicable. GST, payment, LD terms shall be applicable only of GeM bid.
4. It is to be noted that as per General Terms & Conditions of GeM, quoted rates in bid/RA are inclusive of taxes, freight, insurance etc.

If any bidder mentions extra GST, freight, insurance in technical bid/catalogue, this shall not be considered valid and no further clarifications shall be sought thereof.

5. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

- Contractor/ supplier'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. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier.
- Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- Non-compliance to any contractual condition or any other default attributable to Contractor/Supplier.
- Risk and Cost against Balance Work:  
Risk & Cost Amount=  $[(A-B) + (A \times H/100)]$   
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 & 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 & 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.

**In case of deviation or non-acceptance of Risk Purchase**

**clause, offer shall be liable for rejection.**

6. Action shall be taken as per extant BHEL “**Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016**” against Supplier who either fail to perform or are in default without any reasonable cause like force majeure, 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 processor influence the price, tempering with tender process etc. Please note that there are implications of your firm being suspended from BHEL and you may like to access the " Guidelines for Suspension of Business Dealings with Suppliers/Contractors" which is uploaded on BHEL website <https://www.bhel.com/supplier-registration>".
  
7. By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any commercial deviation as understood or deemed in terms of this bid clauses.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**