

Bid Corrigendum

GEM/2024/B/5563631-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions

Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. Buyer Added text based ATC clauses

Bid Specific Additional Terms and Conditions

1.	Technical: Supply shall be as per technical Specifications indicated in the enquiry. Bidder shall comply the technical specification as per the enquiry. Any clarifications/deviations to the specification requirements are to be clearly indicated.
2.	Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability.
3.	Delivery period: As indicated in GeM Enquiry only.
4.	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.
5.	Liquidated Damages: LD terms shall be as per GeM General Terms and Conditions. Gate entry date at consignee location will be considered for LD calculation (I.e LD will be calculated for the Period from Contract delivery due date to the date on which material entered/received at actual delivery location indicated in the enquiry).
6.	Delivery term: The quote shall be on FOR BHEL STORES (Consignee address) basis inclusive of Packing, forwarding, Freight also to your account. Transit Insurance is under Supplier scope.
7.	If Guarantee / Warranty period is applicable as per tender specification, No deviation is permitted and deviated offers are liable for rejection.

8.	Repair & replacements: 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.
9.	Documents are to be submitted along with technical bid (Part-1) 01. Duly Filled, signed and stamped Annexure – A (Additional Terms and Conditions for GeM Enquiry), Annexure-B (Pre-Qualification Criteria) and Specification document along with supporting documents. Annexure A and B are available along with Specification document. 02. Documents required as per technical specification 03. Product Catalogues (if any). 04. MSME UDYAM Certificate (if applicable). 05. If MII Purchase Preference is applicable as per the GeM enquiry, Self-certification for local content declaration as per Make In India Policy, bidder shall submit Local content certificate with details of minimum local content percentage and Location at which the local value addition is made. Note: All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage shall be replied within two days failing which offer may be rejected as non-responsive.
10.	Inspection and testing requirements: Inspection and testing requirements are to be carried out as per the specification and BHEL Technical specifications in the enquiry. If applicable all test certificates are to be submitted while supply. If required by BHEL, test certificates to be produced before supply.
11.	PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. (Wherever if applicable). Also, Supplier to comply for packing & marking as per Technical specification.
12.	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST.
13.	Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.

14.	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
15.	Invoices will be processed only upon completion of statutory requirement and further subject to following: · Vendor declaring such invoice in their GSTR-1 Return/ IFF Receipt of Goods or Services and Tax invoice by BHEL.
16.	As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).
17.	In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
18.	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GSTR-1 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
19.	In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
20.	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
21.	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 -Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

22.	As per the provisions of Section 194Q of the Income Tax Act, we BHARAT HEAVY ELECTRICALS LIMITED, HPBP, TRICHY having PAN AAACB4146P, had turnover in the preceding financial year for more than Rs 10 Crores. Hence, we are liable as buyer to deduct tax at source on the payment for invoices issued by Supplier on or after 1st July 2021. Accordingly, discount inue charging TCS u/s 206C(1H) on invoices issued from 1st Jul 2021 onward. We shall deduct the eligible TDS u/s 194Q on the payments for invoices issued on or after 1st Jul 2021. TDS deducted so, shall be deposited to the Income Tax Department, and TDS certificate to this effect. Tax credit of such TDS shall reflect in FORM26AS of the supplier at the end of same quarter in which TDS is deducted. For Suppliers who have not filed Income Tax returns for the last 2 preceding assessment years, TDS deduction at higher rates will be applicable as per Section 206AB and Section 206CCA of Income-tax act.
23.	GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred.
24.	Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
25.	MSE /START-UP VENDOR: UDYAM Registration certificate shall be submitted by MSE vendors to avail MSE benefits. Start-up category certificate shall be submitted by start-up companies to avail exemption (if applicable as per GeM enquiry) in Annual Turnover/Past experience (if PQC stipulates requirement of Annual Turnover/Past experience).
26.	Make in India Policy: Refer the Tender document regarding public procurement policy (Preference to Make in India), Order 2017. If MII Purchase Preference is applicable as per the tender documents, Bidders shall ensure to apply for Make In India preference while quoting through GeM portal. Otherwise offer will not be considered. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the Location(s) at which the local value addition is made."
27.	BHEL has the right to test the materials at BHEL works, if required. If supplied materials are found not acceptable, then BHEL will inform to re-supply the materials as per tender specification mentioned in Purchase Order. If any subsequent failure of not meeting the tender specification, RISK PURCHASE is applicable for the full P.O quantity.

28.	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 suspected fraud as soon as it comes to their notice.
29.	Breach of contract, Remedies and Termination: In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners: i. from dues available in the form of Bills payable to defaulted supplier against the same contract. ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. Further, levy of liquidated damages, debarment, termination, de-scoping , short-closure, etc., will be applied as per provisions of the contract.

30.	CONFLICT OF INTEREST: 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 support 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: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, 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 shall quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/common business/ management units in same/similar line of business.
31.	Resolution of Disputes: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean an

d include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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 Annexure X to this Terms and conditions.

The Annexure X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, 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, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

This contract shall be governed, construed and interpreted in accordance with the laws of India.

Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Trichy, Tamil Nadu, India

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor/contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution t

	through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd : 14TH December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.”
32.	Set off : BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.
33.	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.
34.	The offers of the bidders who are under suspension and 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 website www.bhel.com
35.	The following documents are to be sent along with consignment to store: One Original for Recipient copy of tax invoice + One Duplicate for Transporter copy of tax invoice + One extra copy of tax invoice + Delivery challan + LR COPY+E-Way bill (Part A & Part B)+ Test Certificates (if applicable).
36.	Seller Tax invoice, LR copy, E-Way bill, Courier docket etc. are to be uploaded in GeM portal while updating dispatch details in GeM portal
37.	Seller Tax invoices (Original for Recipient + Duplicate for Transporter) either in Original hard copies or Digitally Signed Soft copies along with copy of LR + E-Way bill are to be sent to the buyer
38.	Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
39.	Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
40.	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the Enquiry documents and which have not been specifically accepted in by purchaser will not be applicable to the contract.

41.	Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if: The Seller fails to comply with any material term of the Contract. The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent. The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly. The Seller becomes bankrupt or goes into liquidation. The Seller makes a general assignment for the benefit of creditors. A receiver is appointed for any substantial property owned by the Seller. The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
42.	1. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL.

Before quoting kindly refer Specification document.

Vendor's Confirmation/Acceptance are to be filled in the following documents;

A. Technical Specifications

B. Vendor Qualifying Criteria

Annexure A: Additional Terms and Conditions for GeM Enquiry.

Delivery Location:

MANAGER / STORES WARD 16

BHARAT HEAVY ELECTRICALS LIMITED

HPBP

TRICHY

PINCODE 620014

ANNEXURE B

PRE-QUALIFICATION CRITERIA

sl. no	Pre-qualification criteria	vendor's confirmation / acceptance
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ONLY THOSE VENDORS WHO SATISFY THE FOLLOWING CONDITIONS WILL GET QUALIFIED TO PARTICIPATE IN THE TENDER.

1.	OEM/AUTHORISED DEALERS SHALL ONLY QUOTE WITH NECESSARY DOCUMENTS/PROOF. AUTHORISED DEALERS TO SUBMIT VALID DEALERSHIP CERTIFICATE ALONGWITH OFFER. BIDDER TO CONFIRM.THE OFFER WITHOUT THE SAME IS LIABLE FOR REJECTION.	
2.	VENDOR SHOULD HAVE EXECUTED MINIMUM ONE P.O FOR SUPPLY OF LINEAR MOTION GUIDE BEARINGS IN THE OFFERED MAKE IN THE PAST 5 YEARS FOR GETTING QUALIFIED, VENDOR TO CONFIRM & PROVIDE SUPPORTING P.O COPIES. THE OFFER WITHOUT THE SAME IS LIABLE FOR REJECTION.	
3.	OEM TEST CERTIFICATE SHALL BE GIVEN ALONG WITH SUPPLIES. (BIDDER TO CONFIRM IN THEIR OFFER ITSELF).	
4.	BHEL MAY VERIFY CREDENTIAL FURNISHED BY THE VENDOR, IN CASE THE INFORMATION FURNISHED WITH THE OFFERS FOUND TO BE FALSE / INCORRECT, THE OFFER SHALL BE REJECTED. BIDDER TO CONFIRM.	

Supplier's Signature & S

Annexure - A- Additional Terms and Conditions for GeM Enquiry

The terms and condition mentioned in this document are applicable in addition to the GeM General Terms and Conditions. Bidders shall furnish pointwise confirmation/details.

<u>To be filled by bidder</u>	
Description of the Equipment:	
GeM Tender No. & Date	

Name of the firm (Bidder)		:
Address		:
<u>Contact person 1</u> Name: Designation: Office Phone: Mobile: e-mail:		<u>Contact person 2</u> Name: Designation: Office Phone: Mobile: e-mail:
Offer/Quotation reference with date		:
Sl	Terms and conditions	Vendor's confirmation
1.	Payment terms: 1. Payment terms for Non MSME Suppliers: Within 90 days from the date of Vehicle/Gate Entry 2. Payment terms for Micro & Small Enterprises (MSEs): Within 45 days from the date of Vehicle/Gate Entry. The supplier should upload UDYAM Registration Certificate in proof of MSE. 3. Payment terms for Medium Enterprises: Within 60 days from the date of Vehicle/Gate Entry. The supplier should upload UDYAM Registration Certificate in proof of Medium Enterprises.	
2.	Delivery Period: Within 150 days from the date of GeM contract	

3.	Liquidated Damages: LD terms shall be as per GeM General Terms and Conditions. Note: Vehicle/Gate entry date at consignee location will be considered for LD calculation (i.e. LD will be calculated for the Period from Contract delivery due date to the date on which material entered/received at actual delivery location indicated in the enquiry).	
4.	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. Indicate the GST registration number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.	GST Registration No. _____
5.	Performance Bank Guarantee: Not Applicable.	
6.	Kindly Indicate the HSN Code for all items	HSN CODE : _____
7.	Rate quoted in GeM portal should be on FOR destination basis inclusive of all taxes, P&F, freight etc. Transit Insurance is under Supplier scope. Please indicate how much GST percentage is included in quoted price.	GST in %: _____

Vendor's Seal & Signature

ANNEXURE C Rev.01

TECHNICAL SPECIFICATION

DESCRIPTION: Spare LM guide blocks and Cam followers required for machines

Note : SL NO.11 Specification has changed

SL NO	Description and Technical Specification of the item	QTY	Unit	Vendor's Confirmation / Acceptance
1	LM Bearing guide block : SHS 55 C2UU block without rails Recirculating ball (Caged) type, Make: THK or, Equivalent reputed make acceptable to BHEL	4	Nos	
2	LM Bearing guide block : SHS 45 C2UU block without rails Recirculating ball (Caged) type, Make: THK or, Equivalent reputed make acceptable to BHEL	8	Nos	
3	LM Bearing guide block : SHS 25 R2UU block without rails Recirculating ball (Caged) type, Make: THK or, Equivalent reputed make acceptable to BHEL	4	Nos	
4	LM Bearing guide block : SHS 15 R2UU block without rails Recirculating ball (Caged) type, Make: THK or, Equivalent reputed make acceptable to BHEL	8	Nos	
5	LM Bearing guide block: HSR30 M1YR1SS block without rails Recirculating ball type, Make: THK or, Equivalent reputed make acceptable to BHEL	2	Nos	
6	CAM Follower CF-30UUA, Stud Dia-30 mm, Roller OD- 80, End Thread: M 30X 1.5 Make: THK or, Equivalent reputed make acceptable to BHEL	20	Nos	
7	Eccentric CAM Follower CFH-30A, Stud Dia-30 mm, Roller OD- 80 , End Thread : M30X 1.5 Make: THK or, Equivalent reputed make acceptable to BHEL	20	Nos	
8	FK15 BALL SCREW SUPPORT UNIT, Shaft diameter:15 mm, Mounting hole PCD-50mm Make: THK or, Equivalent reputed make acceptable to BHEL	4	Nos	
9	LM Bearing guide block: HGH 25CA block without rails Recirculating ball type Make: HIWIN or, Equivalent reputed make acceptable to BHEL	10	Nos	
10	CAM Follower CF-20BR, Stud Dia-00mm, Roller OD- 52, End Thread: M20X 1.5 Make: IKO or, Equivalent reputed make acceptable to BHEL	16	Nos	
11	MONO CARRIER SLIDER ASSEMBLY, MODEL NO. MCM05025H10K00 10N6-009 Make: NSK or, Equivalent reputed make acceptable to BHEL	4	Nos	

12	MONO CARRIER SLIDER ASSEMBLY, MODEL NO. MCM05015H05K00 MAKE: NSK or, Equivalent reputed make acceptable to BHEL	4	Nos	
13	LM Bearing guide block: 512P65D1NZ Roller Carriage block without rails WITH TYPE 532OW OIL RESERVOIR & METAL SCRAPERS Recirculating roller type, Make: Thomson or, Equivalent reputed make acceptable to BHEL	4	Nos	
14	LM Bearing guide block: 511H45B1N Ball Carriage block without rails WITH TYPE 531OW OIL RESERVOIR Recirculating ball type, Make: Thomson or, Equivalent reputed make acceptable to BHEL	8	Nos	

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COMMON NOTE FOR ALL ITEMS:

1) SUPPLIER SHOULD QUOTE OUR ENQUIRED MAKE OR EQUIVALENT IN SKF/ TIMKEN/ INA/ THK/ THOMSON/ HINN/ REXROTH / NSK/IKO/ NADELLA / FAG OR REPUTED MAKE ACCEPTABLE TO BHEL.

2) EQUIVALENT MODEL IF QUOTED SHALL BE 1:1 EQUIVALENT W.R.T MOUNTING DIMENSIONS, RAIL PROFILE, CURACY AND LOAD BEARING CAPACITY. THE QUOTED LM GUIDE BLOCK SHOULD BE ABLE TO BE MOUNTED ON EXISTING RAILS AVAILABLE IN THE MACHINE, OTHERWISE THE OFFER IS LIABLE FOR REJECTION.

3) THE VENDOR SHOULD SUBMIT THE DETAILED TECHNICAL PRODUCT CATALOGUE/DATA SHEET ALONG WITH THE OFFER FOR TECHNICAL EVALUATION ITEM WISE AS PER ENQUIRY NUMBER. OTHERWISE THE OFFER IS LIABLE FOR REJECTION.

4) THE LM GUIDE BLOCKS SHALL BE SUPPLIED WITH DUMMY RAILS or AS PER SPEC.

5) POINT BY POINT CONFIRMATION IS REQUIRED FOR TECHNICAL EVALUATION.

6) DELIVERY SHOULD BE WITH IN 90 DAYS FROM THE DATE OF RELEASING THE PURCHASE ORDER/LOI. BIDDER TO CONFIRM.

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Supplier/Vendor details		
1.	Supplier Name & Address	
2.	Contact Person Name, email id and Mobile Number	
3.	HSN code for the quoted items	
4.	GST% included in the quoted price	

Vendor's seal & signature

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Buyer Organization, whereby 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(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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