

Special Terms & Conditions For Tender Enquiry No. 202303581

1. **Earnest Money Deposit (EMD) - Not Applicable**
2. **Turn Over & Experience details are applicable to all bidders being a crucial point for execution of this sub-subtracting. MSE/Start Up bidders are also NOT exempted.**
3. Taxes & Duties etc. shall be payable extra at actuals. (Please mention % Tax in Tax Sheet Format attached with this NIT).
4. Bidders to submit signed and sealed copy of all attached NIT and tender documents as a proof of acceptance.
5. No separate technical offer submitted by bidder shall be acceptable. Only techno-commercial offer/documents given in tender on **eprocurebhel.co.in** portal shall be acceptable.
6. **Payment Terms:** As per Annexure: C

Any deviation in the payment term as per payment terms will attract loading at the rate of "[Base rate i.e. Prime Lending Rate of State Bank of India (as applicable on the date of techno-commercial bids opening + 6%]" for the period of relaxation sought by bidders.

MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit www.rxil.in

No overdue interest shall be payable by BHEL.

7. **LD Clause:** Applicable, As per Annexure: C

In case of quoting any deviation from the above LD clause the offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of basic value.

8. **Bid currency:** Bid currency shall be INR. Hence, all rates shall be quoted in INR.
9. **Bid Validity:** 90 Days.
10. If any bidder mentions prices anywhere in technical bid/PQR (other than price bid), he will be responsible for consequences of thereof and such prices mentioned in unpriced-bid shall not be considered valid.
11. **Reverse Auction:** No Reverse Auction will be conducted for this Tender.

12.Sub: 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 authorize 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 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. "

13. 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 at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without

Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

(BHEL RUDRAPUR)