

CORRIGENDUM

01.12.2022

BID REFERENCE: GeM-089 / GEM/2022/B/2789544 dt 28.11.2022

Description of Item	Solenoid Valves
Project	Patratu STPS Expn 3x800MW Unit-1, 2 & 3
Specification	TCI-362/R01
Clause3.1	Material for Body: Stainless Steel

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.

Description of the Equipment:	SOLENOID VALVES / GeM-089	
Projects	Patratu STPS Expn 3x800MW Unit-1, 2 & 3	
<i>To be filled by bidder</i>		
Name of the firm (Bidder)	:	
Address	:	
Contact details	<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 reference with date	:	
Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	Technical: Supply shall be as per the Technical Catalogues for the tender. Bidder shall comply to the mentioned specification & other referred technical documents. Any clarifications/deviations to the specification requirements are to be clearly indicated in the Deviation format. Hidden deviations indicated or mentioned elsewhere in the offer will not be considered.	
1 (b)	Pre-qualification requirement: Offer shall be considered only if bidder is meeting Tender Pre-qualification requirement (PQR). Vendor to comply with Pre-Qualification requirement of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer will get rejected	
1(c)	Quality Plan: As per Technical Catalogues.	
1 (d)	Inspection by BHEL/ BHEL approved TPIA/ End customer.	
1 (e)	Painting shall be followed as per specification	Not applicable
1 (f)	Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability and vendor approval by end customer. Vendors shall submit previous supply credentials for taking up with end customer for their approval.	
1 (g)	Evaluation of tender will be as a Package.	

2 (a)	Payment terms: 100% direct EFT payment within 90 days from the date of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills. For MSE suppliers payment shall be within 45 days from CRAC and for Medium Enterprises payment shall be within 60 days from CRAC.	
2 (b)	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	
3	Delivery term: The quote shall be on F.O.R Patratu Project Site basis for Main supply and BHEL Trichy Stores basis for Spares inclusive of Packing, forwarding, Freight also to yours account. Transit Insurance is under BHEL scope.	
4	Performance Bank Guarantee: Not Applicable	Not Applicable
5 (a)	Warranty Period: 18 months from the date of supply or 12 months from the date of actual put in use, whichever is earlier. No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.	
5 (b)	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.	
6 (a)	Kindly Indicate the HSN Code for all items Applicable GST Percentage	HSN: GST:
6 (b)	Rate quoted in GeM portal should be on F.O.R destination basis inclusive of GST, Packing, forwarding & Freight etc. Transit Insurance is under BHEL scope.	
7 (a)	Delivery Period: Delivery Period shall be 12 weeks from Manufacturing clearance. Manufacturing clearance will be provided unit wise based on Documents approval from Customer /BHEL and site erection schedule. Material shall be dispatched after obtaining dispatch clearance from BHEL. Delivery period mentioned anywhere else in the bid document is for indicative purpose. Delivery schedule shall be as per this clause.	
7 (b)	Offer Validity: 120 days minimum from GeM tender opening date (Part-I). Bidder shall accept any validity extension requests upto this period through GeM portal if requested by BHEL. The price arrived after RA(if applicable) shall be valid till 45 days from the completion RA or 120 days from GeM tender opening date (Part-I) whichever is later.	
7 (c)	Document Submission: In case of PO placements, required documents have to be submitted for approval within 15 days from the date of PO & reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.	

8.	<p>Liquidated Damages: LD terms shall be as per GeM General Terms and Conditions. Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/e-waybill/Railway Receipt date, whichever is later will be considered for LD calculation.</p>	
9.	<p>Documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> 01. Covering letter 02. Package Details 03. PQR 04. Documents to be submitted as per PQR 05. Filled in Annexure-A 06. Nil Deviation Format 07. Catalogues. 08. Self-Certification as per Make in India clause. 09. Udyam for MSE (if applicable). <p>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 three days failing which offer may be rejected as non-responsive.</p>	
10.	<p>Inspection and testing requirements: Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing, Technical spec & QP. All test certificates are to be submitted in complete set. Inspection notice period: For TPI inspector visit to vendor works, a minimum of 3 working days' notice period is required. For Joint Inspection, vendor shall raise inspection call at least 15 working days prior to the proposed date of inspection at vendor works.</p>	
11.	<p>O & M manuals: BHEL require 1 sets of printed O & M manuals with 3 soft copies in CD-ROM at no cost to be sent to BHEL/ Trichy.</p>	Not Applicable
12.	<p>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.</p>	
13.	<p>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</p>	

	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: <ul style="list-style-type: none"> • 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 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.	
19.	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.	
20.	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.	
21.	Are You MSE vendor? Mention the type of enterprise	
22.	MSE VENDOR: <i>Udyam Registration certificate shall be submitted by MSE vendors for availing the benefits.</i>	

23.	<p><u>Make in India:</u> For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non- Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p>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.</p>	
24.	<p><u>Fraud Prevention Policy</u> 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.</p>	
25.	<p><u>Risk purchase clause:</u></p> <p>a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.</p> <p>b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</p> <p>c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <ol style="list-style-type: none"> i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs 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. 	

26.	<p><u>GST on amount recoverable from vendor under Risk Purchase Clause:</u></p> <p>In accordance with Sec. 7 of CGST Act, 2017, read with clause 5(e) of Schedule II to CGST Act, 2017, amount recovered / recoverable by BHEL from vendor / contractor for non-performance of work as per contract shall be treated as "Supply of service" by BHEL and accordingly GST shall be applicable.</p> <p>GST shall be applicable on amount being recovered / recoverable from such vendor / contractor. In case only the differential cost is being recovered from new vendor / contractor, GST shall be applicable on same.</p> <p>As per Sec. 13, read with Sec. 31 of CGST Act, 2017, GST shall be applicable when such recovery against non-performance of work has been determined and accordingly accounted for in Books of Accounts.</p>	
27.	<p><u>Packing Requirements:</u></p> <p>As per the technical document reference in Catalogue</p>	
28.	<p>Vendors shall strictly adhere to the following.</p> <p>a. After material readiness and inspection completion (by TPI/ BHEL/ End Customer), vendor shall seek dispatch clearance from BHEL.</p> <p>b. After obtaining dispatch clearance from BHEL, vendor shall proceed to generate dispatch documents. After generating dispatch documents (Invoice, LR, E-waybill etc.) vendor shall immediately share these documents to BHEL (scan copy over email) for accounting the materials and securing insurance coverage.</p> <p>c. After accounting, BHEL would be issuing movement clearance to vendor immediately. Only after movement clearance is received from BHEL, actual/physical movement of goods out of vendor's premises shall commence.</p> <p>d. Non-adherence to the above may lead to GST authorities seizing the vehicle & goods and imposing penalty & interest. Any such implication would be to vendors account only.</p> <p>e. Provision of GST Act highlighted below in connection to this - Pursuant to Sec 31 of CGST Act 2017, a tax invoice has to be raised by the registered person supplying taxable goods before or at the time of removal of goods for supply to the recipient, where the supply involves movement of goods. Where a taxable person supplies any goods without issue of any invoice, the tax authorities has powers to detain the consignment and impose penalties equivalent to 200% of the tax payable as per Section 129 of CGST Act 2017.</p>	
29.	<p><u>Suspension of Business Dealings:</u></p> <p>The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution</p>	

	<p>stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, 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.</p> <p>Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/vender.php (Guidelines for suspension of business dealings with suppliers/ contractors).</p>	
30.	<p>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.</p>	
31.	<p>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.</p>	
Note	<ol style="list-style-type: none"> 1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. 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. 3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 4. Any other Techno – Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation & finalisation based on this Annexure-A and GeM general terms and conditions only. 	



**PURCHASE / MM / BOI
ENQUIRY DEVIATION**

429-024

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**ENQUIRY
REFERENCE:**

**SOLENOID VALVES / GeM-089
Patratu STPS Expn 3x800MW Unit-1, 2 & 3**

DESCRIPTION

SOLENOID VALVES / GeM-089
As per the technical documents mentioned in the catalogue with following Material Codes

**TECHNICAL
DOCUMENT
REFERENCE**

L182819728205001
L182819728205002
L1828S9728202001
L1828S9728202002

**DOCUMENT
REFERENCE**

**BHEL ENQ. CALLED
FOR**

FIRM'S ALTERNATIVE OFFER

**NIL
DEVIATION**

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

STATION:

DATE:

SIGNATURE OF COMPANY REPRESENTATIVE

COMPANY
SEAL

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

/ On Bidder's office letter pad /

Self-Declaration

Enq.Ref:

In line with Government public procurement order Number P45021/2/2017-B.E-II dated 15.06.2017, and further modified order Number P-45021/2/2017-PP(BE-II) dt. 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT), I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

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

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

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

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all the yellow highlighted)