



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli-620 014, Tamil Nadu, India
Dept: MATERIALS MANAGEMENT/BOI

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 Item:	SPEEDREGULATOR 1/4"NPT
Project	Various projects
GeM Tender No. & Date	
Name of the firm (Bidder)	:
Address	:
Contact details	Contact person 1 Name: Designation: Office Phone: Mobile: e-mail: Contact person 2 Name: Designation: Office Phone: Mobile: e-mail:

To be filled by bidder

Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	Technical: Bidder shall comply the specification requirements as per respective catalogues along with the offer. Any clarifications/deviations to the specification requirements are to be clearly indicated in no deviation format. Hidden deviations indicated elsewhere in the offer will not be evaluated. Specification as per Spec. TOS:301/Rev.00	
1 (b)	Pre-qualification requirement: Offer shall be considered only if bidder is meeting Tender Prequalification requirement. 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)	Inspection by TPIA/BHEL QC Vendor quality plan to be submitted for approval.	
2	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: FOR-BHEL Trichy Stores	


	Transit Insurance is under BHEL scope.	
4 (a)	Guarantee / 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.	
4 (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.	
5 (a)	Kindly Indicate the HSN Code for all items	
5(b)	<u>Rate quoted in GeM portal should be on FOR destination basis inclusive of all taxes, P & F and freight etc. Transit Insurance is under BHEL scope.</u> Please indicate the applicable GST %, P & F and freight cost in %, which is included in your quoted rate in GeM portal	
6 (a)	Delivery Period: 90 days from PO	
6 (b)	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 5 days. Any delay beyond the above specified period will be considered during LD calculation.	
7	Liquidated damages: <u>As per GeM Standard Terms & conditions</u> 0.5% of undelivered value per week limited to maximum of 10% of undelivered PO value(PU)	
8	Evaluation Method Total tender quantity will be evaluated as total value wise	
9	Payment Term 100% direct EFT payment within 90 days from the date of CRAC For MSE suppliers, payment shall be within 45 days from the date of CRAC. For Medium Enterprises payment shall be within 60 days from the date of CRAC.	
11	Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/Railway Receipt date/e-Way Bill date, whichever is later will be considered for LD calculation.	
12	Documents are to be submitted along with technical bid (Part-1) 01. Covering letter 02. Unpriced offer. 03. Filled technical specification and BHEL datasheets. 04. Filled BHEL Terms and condition sheet (Annexure-A) 05. Filled Annexure- PQR along with supporting documents. 06. Catalogue's 07. MSE Certificates (if applicable) 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.	
13	Supplier shall mention their GSTN registration number in all their invoices 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), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.	
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 Form GST ANX-1 • Receipt of Goods or Services and Tax invoice by BHEL 	
16	As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST 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 GST ANX-2).	
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 GST RET-01 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	Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.	
22	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 which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.	
23	A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL	
24	MSE VENDOR: <i>Udyam Registration certificate shall be submitted by MSE vendors for availing the benefits.</i>	
25	<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.	
26	<u>Risk Purchase clause</u> 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. 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. c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners: 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.
27	<p><u>GST on amount recoverable from vendor under Risk Purchase Clause:</u> 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. 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. 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>
28	<p><u>Set off :</u> 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>
29	<p><u>Cartel Formation:</u> 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>
30	<p><u>Conflict of Interest Among Bidders/Agents:</u> 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:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; <p style="text-align: center;">or</p> 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

	<p>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.</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 as per Annexure-A and GeM general terms and conditions only.

		PURCHASE / MM / BOI Annexure- D ENQUIRY DEVIATION					
429-024						PAGE	1 OF 1
SCHEDULE OF DEVIATION TO BOI ENQUIRY NO:						DATE	
DESCRIPTION			SPEEDREGULATOR 1/4"NPT				
SPECIFICATION			Spec. TOS:301/Rev.00				
DRAWING NO							
QUALITY PLAN							
PACKING PROCEDURE							
DOCUMENT REFERENCE			BHEL CALLED FOR		FIRM'S ALTERNATIVE OFFER		
<p>PQR is applicable for the present tender and please confirm for the PQR requirements as attached along with tender.</p> <p>Supply should be as per BHEL specifications TOS:301/Rev.00</p>							
SPECIFICATIONS AND REQUIREMENTS IN FULL TO YOUR ENQUIRY. STATION: DATE:							
			SIGNATURE OF FIRM'S REPRESENTATIVE			FIRM SEAL	
NOTE 1. Deviations should be taken only in the extreme case.							
2. If necessary, use additional sheets with page control number.							

Technical Pre-Qualification Requirement for Speed Regulator

1. Bidder should have designed, manufactured, tested and supplied **Speed Regulator/Needle Valve** of minimum technical parameters of material, dimension etc. as mentioned in our technical specification.

For the above, the Bidder has to **submit the following supporting documents**, meeting the above mentioned pre-qualifying requirement:

Bidder shall furnish minimum **Two** supply references with **Purchase order and shipping details** in proof for having supplied enquiry requirements in the tender for applications in thermal power plants or for other applications of similar severity, meeting BHEL's technical specification parameters of material, dimension etc. or higher.

2. In case of ordering, the bidder shall have the responsibility for the following and same to be confirmed point wise by submitting signed copy of this document with bidder's Seal.
 - A. They should have the component replacement responsibility in case of defect / failure.

Instructions to Bidder

- I. BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, as per BHEL evaluation procedure.
- II. Final acceptance of the bidder is subject to BHEL and end customer's approval to consider in this tender.

Backup document checklist to meet PQR:

S. No	Document description	Check list
1	Bidder's agreement to this PQR document	<input type="checkbox"/>
2	Documents in proof of capability of design, manufacturing and testing of Hoses as per the BHEL specification	<input type="checkbox"/>
3	Two Supply references as per Clause 1	<input type="checkbox"/>