



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:	Refurbishment of Non-EMC BHELFEED RCP&LCP panels
Project	
GeM Tender No. & Date	
Name of the firm (Bidder)	:
Address	:
Contact details	<p>Contact person 1 Name: Designation: Office Phone: Mobile: e-mail:</p> <p>Contact person 2 Name: Designation: Office Phone: Mobile: e-mail:</p>

To be filled by bidder

Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	<p>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.</p> <p>Specification as per TCI:RB:BHU:310/Rev00</p>	
1 (b)	<p>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.</p>	
1 (c)	<p>Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability and vendor approval by end customer, before price bid opening. Vendor firms not approved by end customer shall submit supporting documents/Credentials for taking up with end</p>	

	customer for their approval.	
1 (d)	Inspection by M/s BVI	
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 Transit Insurance is under BHEL scope.	
4 (a)	Guarantee / Warranty Period: 18 months from date of Supply and 12 months from date of commissioning whichever is earlier No Deviation is permitted.	
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 document approval for Supply & completion of panel wiring works at BHEL stores as per Technical specifications.	
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 Package-wise.	
9	Payment Term 90% direct EFT payment within 60 days from the date of CRAC the date of receipt & acceptance of material at BHEL, Trichy stores and 10% after wiring work. For MSE Vendors, MSE payment term will be applicable as per MSE act.	
10	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.	
11	Bank Guarantee: BHEL require a Bank Guarantee to a value of Rs.2.0 lakhs. Any deviation on BG leads to rejection of offer.	
12	Documents are to be submitted along with technical bid (Part-1)	

	<p>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)</p> <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>	
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.	
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			Refurbishment of Non-EMC BHELFEED RCP&LCP panels				
SPECIFICATION			TCI:RB:BHU:310/Rev00				
DRAWING NO							
QUALITY PLAN			QA:CI:STD:QP:71/REV.00				
PACKING PROCEDURE			QA:CI:STD:PR:02/REV.03				
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 per TCI:RB:BHU:310/Rev00 QP – QA:CI:STD:QP:71/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.							

**On Bidder's office letter pad /
Self-Declaration**

GeM Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018,

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 colour field)

	CONTROLS & INSTRUMENTATION (FB) PRE-QUALIFICATION REQUIREMENT (PQR)	CI:PE:PQR:RF Rev. No: 00 Dt. : 18-02-22
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REFURBISHMENT OF NON-EMC BHELFEED PANELS

S.No.	Bid Requirements	Vendor Compliance
1.	Bidder shall be an EMC (Electromagnetic compatibility) compliant panel manufacturer.	
2.	Bidder should have all machineries and facilities for complete in-house manufacturing of panel.	
3.	Considering the refurbishment nature of existing Non-EMC BHELFEED panels, Bidder should have supplied EMC compliant BHELFEED panel. Supporting document for supply completion shall be attached.	

Scope of Work

2.1	Refurbishment of BHEL free supply Non-EMC Remote Control Panel (RCP) & Local control panel (LCP) and supply of refurbished panels to BHEL (T) works, after inspection at vendor works.
2.1.1	Vendor to collect the allocated BHEL free supply Non-EMC panels from BHEL stores in as is where is condition.
2.1.2	Packing of panels while collecting from BHEL stores is in vendor scope.
2.1.3	Whatever required to be done to make BHEL free supply Non-EMC control panels into fully functional EMC control panel everything is in vendor scope only.
2.1.4	Vendor shall change the colour shade of BHEL free supply Non-EMC control panel as per colour shade specified in enquiry-if required .
2.1.5	Refurbished panel shall meet, a.) All the EMC/EMI requirements compatible to a new EMC panel b.) Construction & fabrication aspects of clauses 3, 4 & 5 of this specification.

2.1.6	Vendor shall replace all applicable Non EMC BOM components to EMC components as per Annexure BOM-1 of this specification and ensure all the line items of Annexure BOM-1 are mounted.
2.1.7	Vendor to mount HMI door (EMC window) for existing HMI cut-out area.
2.1.8	Any components/loose items/BOM components if found missing/ defective/not working in existing BHEL free supply Non-EMC panels, vendor shall procure and mount the same to make the system complete in all respects. Final populated BOM line items shall match Annexure BOM-1 of this specification.
2.1.9	Vendor shall maintain the uniformity of component layout of all the refurbished panels. Vendor shall remove the non-applicable items of BHEL free supply ECC panels and to match the uniformity of component layout of required VFD type layout.
2.1.10	Transportation of BHEL free supply Non-EMC panels To & Fro from BHEL trichy works is in vendor scope only.
2.2	<p>On receipt of panels at BHEL (T) works, vendor to mount and wire BHEL's free issue components as per annexure-2 (BHEL free issue items to be mounted by vendor at BHEL works).</p> <p>For mounting of BHEL (T) supplied free issue items, panel assembly & wiring works at BHEL (T) premises by vendor, separate price breakup shall be indicated by vendor in the main offer.</p>
2.3	Guarantee & Warranty of refurbished panels shall be 18 months from date of Supply and 12 months from date of commissioning whichever is earlier or as per PO terms.