



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:	Various Gaskets
Project	Various Projects
GeM Tender No. & Date	
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:


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 GF -087/Rev 02, GF-094/Rev.02, GF-091/Rev.02, GF-088/Rev.02	
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)	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 customer for their approval.	
1 (d)	Inspection by BHEL QC	
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 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)	Rate quoted in GeM portal should be on FOR Trichy Stores basis inclusive of all taxes, freight etc. Transit Insurance is under BHEL scope. Please indicate the applicable GST %.	
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: 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 Item-wise.	
9	Payment Term 100% direct EFT payment within 60 days from the date of CRAC	
10	Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/Railway Receipt date, whichever is later will be considered for LD calculation.	
11	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.	
12	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.	
13	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
14	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 	
15	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).	
16	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.	
17	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	
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	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.	
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 which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.	
22	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	
23	MSE VENDOR: <i>Udyam Registration certificate shall be submitted by MSE vendors for availing the benefits.</i>	
24	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.	
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				Various Gaskets			
SPECIFICATION							
DRAWING NO							
QUALITY PLAN							
PACKING PROCEDURE							
DOCUMENT REFERENCE				BHEL CALLED FOR		FIRM'S ALTERNATIVE OFFER	
<p>(01) PQR is applicable for the present tender and please confirm for the PQR requirements as attached along with tender.</p> <p>(02) Supply should be as per BHEL specifications per GF -087/Rev 02, GF-094/Rev.02, GF-091/Rev.02, GF-088/Rev.02</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 Criteria (PQR)

Technical Pre-Qualification Requirement for AYGAS

1. BHEL prefers offer from manufacturers. However, Dealers/traders/ authorized distributors may also participate provided deed of business agreement/valid authorization certificates issued by manufacturer shall be submitted for our evaluation. The manufacturer shall have adequate Engineering, Manufacturing and testing facilities for manufacturing the enquired items.

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

- A. Bidder should meet the technical specification requirements as spelled out in the enquiry.
 - B. Bidder shall furnish minimum One supply references with Purchase order and shipping details in proof for having supplied similar items 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.
 - C. In case ordering with the L1 vendor (for new suppliers to BHEL), the vendor shall submit the sample for evaluation, after evaluation confirmation, bulk production can be started.
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.