



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 Equipment:	SCANNER AIR FAN & ACCESSORIES	
Projects	VINDHYACHAL	
BHEL Tender No.		
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 to the Project requirements as per the BoQ specifications. Quality Plan: Standard Quality Plan to be followed Any deviation to the Technical Specifications is to be clearly indicated in the SDED format attached with the bid documents. Deviations taken/ quoted anywhere else shall not be considered for evaluation. Bidder shall furnish dimensional drawing and unit weight along with the offer.	
1 (b)	Pre-qualification requirement: Offer shall be considered only if bidder is meeting Tender Prequalification requirement for the respective project. 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 BHEL/ BHEL approved TPIA/Customer.	

1 (d)	Customer Approval: Bidder's offer shall be considered for Price Bid Opening subject to Technical Qualification and approval by end Customer.	
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: The quote shall be on FOR/Destination for respective sites as mentioned below, inclusive of Packing, forwarding, Freight also to vendor's account. For Vindhyachal Site Transit Insurance is under BHEL scope.	
4	Tender Finalization: Tender will be finalized on Total Package-wise evaluation through Reverse Auction in GeM.	
5 (a)	Guarantee / Warranty Period: 18 months from the date of supply or 12 months from date of commissioning, whichever is earlier.	
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.	
5 (c)	Loading Criteria: Guarantee / Warranty Period: No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.	
6 (a)	Kindly Indicate the HSN Code for all items	
6 (b)	Rate quoted in GeM portal should be on FOR destination basis inclusive of all taxes, freight etc. Transit Insurance is under BHEL scope. Please indicate the applicable GST %.	GST ____%
7 (a)	Delivery Period: 120 Days from document approval/manufacturing clearance	
7 (b)	Document Submission: In case of PO placements, required documents have to be submitted for approval within 10 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 for LD calculation.	
8 (a)	Payment Terms shall be as follows For Direct to Site despatch 1.For Non MSME suppliers, Payment term is 100% direct EFT payment after 90 days from the date of Site Acknowledgement (Against submission of GST invoice, Packing List, GeM invoice, copy of Site Acknowledged LR).	


	<p>2.For MSE suppliers, Payment term is 100% direct EFT payment on 45th day from the date of Site Acknowledgement (Against submission of GST invoice, Packing List, GeM invoice, copy of Site Acknowledged LR).</p> <p>3.For Medium Suppliers, Payment term is 100% direct EFT payment after 60 days from the date of Site Acknowledgement (Against submission of GST invoice, Packing List, GeM invoice, copy of Site Acknowledged LR).</p>	
8 (b)	<p>LD Terms</p> <p>LD shall be as per GeM General Terms and Conditions.</p> <p>Date for LD reckoning shall be Site Acknowledgement date.</p>	
9	<p>For payment processing following documents to be submitted.</p> <ol style="list-style-type: none"> Invoice (two set - Original) Site acknowledged LR (scan) + original LR copy (consignee) Ewaybill 	
10	<p>Following documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> Covering letter Unpriced offer. Filled technical specification and BHEL datasheets. Filled BHEL Terms and condition sheet (Annexure-A) Filled in PQR along with supporting documents. GA Drawing Self-Certification as per Make in India clause MSE Certificates (if applicable) Financial Statements for last 3 years <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 two days failing which offer may be rejected as non-responsive.</p>	
11	<p>Inspection and Testing requirements:</p> <p>Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing (All documents shall be submitted within 10 days from the date of PO for our approval), Technical spec and all test certificates are to be submitted in complete set.</p> <p>Inspection notice period: For TPI inspector visit to vendor works, a minimum of 3 working days' notice period.</p>	
12	<p>Tax Compliance:</p> <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 unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.</p>	

13	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 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: i. Vendor declaring such invoice in their GSTR-1 Return/ IFF ii. 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 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 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.	
23	MSME Vendor: Udyam Registration certificate shall be submitted by MSME vendors for availing the benefits (as applicable).	
24	<u>Make in India:</u> 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. Counter offering for Make in India will be on package basis (non-splittable)	
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</u> If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to Purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the delivery period mentioned in the Purchase Order. GST on Risk Purchase shall be applicable.	
27	BHEL reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection	
28	<u>Debarred Suppliers Rejection:</u> The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com	
29	<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.	
30	<u>Cartel Formation:</u>	

	<p>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>	
31	<p><u>Conflict of Interest Among Bidders/Agents:</u></p> <p>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"> they have controlling partner (s) in common; or they receive or have received any direct or indirect subsidy/ financial stake from any of them; or they have the same legal representative/agent for purposes of this bid; or 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 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 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"> The principal manufacturer directly or through one Indian agent on his behalf; and Indian/foreign agent on behalf of only one principal; <p style="text-align: center;">or</p> 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 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. 	
Note	<ol style="list-style-type: none"> 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. 	

	<ol style="list-style-type: none">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.
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		PURCHASE / MM / BOI Annexure- D ENQUIRY DEVIATION						
429-024						PAGE	1 OF 1	
SCHEDULE OF DEVIATION TO BOI ENQUIRY NO:						DATE		
DESCRIPTION			SCANNER AIR FAN WITH AC MOTOR 415V AC, 3 PHASE 50Hz, 1500RPM WITH MOUNTING FRAME					
SPECIFICATION			TOS:4411 REV.00					
DRAWING NO								
QUALITY PLAN			SQP:SD:16 Rev No:00					
PACKING PROCEDURE								
DOCUMENT REFERENCE			BHEL CALLED FOR			FIRM'S ALTERNATIVE OFFER		
<p>1. 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 for Scanner air Fan with Motor and accessories as per enclosed Annexures and Fan Specification TOS:NTPC:1811/Rev 01, SAF:NTPC:OS/REV 01,AC Motor Specification TDC:TCI:140 and DC Motor Specification TDC:TCI:223, PROJECT SPECIFIC REQUIREMENTS for Motors - TR: LT AC-DC MOTOR</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)

BHEL Material Code	Description	QTY	Unit
L441114320001001	SCANNER AIR FAN WITH AC MOTOR 415V AC	1	Nos
L441114320001002	SCANNER AIR FAN WITH DC MOTOR 220V DC	1	Nos
L441114320001003	ANTI VIBRATION PADS	12	Nos
L441114320001004	INLET TRANSITION PIECE	2	SET
L441114320001005	OUTLET TRANSITION PIECE	2	SET
L441114320001006	FIX.BOLTS,NUTS&WASHERS W/FASTNERS FITTED	2	SET
L441114320001007	EXPANSION /VIBRATION ISOLATOR	2	Nos
L441114320001008	EXPANSION /VIBRATION ISOLATOR	2	Nos

24

Painting Schedule Sl no 5.1

Sl. No.	Scheme No.	PGMA / Description	Surface Preparation & Surface Profile	Primer coat		Intermediate Coat		Finish coat			Total DFT µm (min)
				Paint	No. of coats	Paint	No. of coats	Paint	No. of coats	Shade	
4	15	Constant Load and Variable Load Hangers (CLH / VLH) (See NOTE 14) 07 - 400, 401, 402, 403, 404, 405, 410, 420, 431 10 - 200 17 - 904, 906, 919, 929 19 - 901, 904, 905, 906, 907 24 - 346, 351	Abrasive blast cleaning to Sa 2 ½ 35- 50 microns	Epoxy zinc rich primer to IS 14589 Gr. II %VS=35 (min)	1 DFT=40 µm / coat	--	--	Aliphatic acrylic Poly-urethane paint %VS=40 (min) t	1 DFT=30 µm per coat	Phirozi Blue Shade No. 176 of IS5	70
5.1	1A	Miscellaneous and Casing Sheets: 07 -500, 501, 600, 601, 997, 999, 19 – 101, 102, 21 - 601, 987, 24 - 101, 125, 130, 135, 140, 201, 225, 230, 235, 240, 301, 325, 335, 340, 350, 370, 374, 400, 401, 425, 430, 435, 440, 470, 471, 473, 501, 525, 535, 540, 570, 601, 625, 635, 640, 800, 801, 815, 825, 987, 989, 996, 998 35 - 994, 995, 36 - 613, 903, 999, 37 - 010, 110, 210, 310, 410, 510, 610, 39 - 302, 924 Fuel Firing: 41 – 100, 110, 200, 310, 320, 330, 340, 350, 390, 410, 420, 430, 450, 460, 470, 997 Steam Blowing Piping: 42 – 002, 003, 005, 010 42 – 040, 045, 050, 055, 060, 065, 070, 111, 112, 113, 114, 118, 119, 120, 121, 122, 123, 124, 130, 131, 132, 151, 152, 154, 155, 156, 157, 160, 165, 170, 176, 180, 195, 196, 989, 997, 998 43 – 000, 001, 002, 003, 004, 005, 006, 007, 008, 997, 999 45 – 050, 120, 160, 161, 180, 181, 220, 221, 260, 261, 321, 325, 326, 401 47 – 121, 122, 123, 124, 125, 129, 140, 141, 142, 143, 144, 145, 146, 149, 161, 162, 163, 164, 165, 169, 180, 181, 182, 183, 184, 185, 189, 200, 201, 202, 203, 204, 205, 209, 221, 222, 223, 224, 225, 241, 242, 243, 244, 245, 246, 247, 248, 249, 261, 262, 263, 264, 647, 648, 649, 650, 746, 953, 959, 963 Duct Plates and Expansion Joints: 48 – 002, 004, 007, 011, 012, 014, 017, 018, 022, 024, 028, 032, 034, 040, 042, 044, 052, 054, 062, 064, 066, 072, 074, 082, 084, 092, 094, 102, 104, 107, 112, 114, 116, 122, 124, 132, 142, 144, 152, 154, 162, 172, 182, 184, 192, 194 Coal Handling: 65 – 051, 060, 070, 260, 402, 403, 460, 724, 736, 738, 786 67 – 204, 251, 256, 261, 266, 271, 272, 276, 277, 283, 286, 400, 801, 802, 803, 804, 999 99 – 201, 299	SSPC-SP3/ Power Tool Cleaning	Red Oxide Zinc phosphate Primer (Alkyd Base) to IS 12744	1 DFT= 30µm per coat	--	--	Synthetic Enamel paint (Long Oil Alkyd) to IS 2932	2 DFT= 20	Smoke Grey Shade No: 692 of IS 5	70
5.2	3	Erection Materials and Commissioning Components: 04 - 988, 05 -993, 06 -993, 07 – 988, 993, 12 -993, 24 – 993, 28 – 993, 35 – 993, 36 – 993, 37 – 993, 38 – 993, 39 – 993, 48 – 988, 993, 65 – 988, 97-585, 99 – 045, 099, 501, 502	SSPC-SP3/ Power Tool Cleaning	Red Oxide Zinc phosphate Primer (Alkyd Base) to IS 12744	2 DFT= 30µm / coat	--	--	--	--	Red Oxide	60