

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:	Actuator
Project	Patratu
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)	<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: TCI : 318/Rev. 00 - MOU/TPBHEL/ACTUATOR/67-272 REV 00(WITH 9 PIN PLUG & SOCKET ARRANGEMENT WITH INTERGRAL STARTER)AND WIRING DIAGRAM 3-96-588-12091.</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 customer for their approval.</p>	
1 (d)	Inspection by M/S BVI	
2	<p>Firm Price: The quoted / finalised rates shall be Firm till execution of the</p>	

	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: GUARANTEE REQD IS 12 MONTHS FROM THE DATE OF COMMISSIONING OR 18 MONTHS FROM THE DATE OF SUPPLY, 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: 120 days from Document Approval Material shall be dispatched only after obtaining dispatch clearance from BHEL.	
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 Package 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/e-Way Bill 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. Self-Certification as per Make In India clause 08. 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	<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>Customer Approval:</u> Customer approval of vendor is applicable. After opening of Part-I bid, Bidders who are not approved by customer for this items, will be asked to submit the credentials for customer approval. Subsequently, If the bidder is not approved by customer or fails to submit the complete credentials before Price Bid opening, their offer will be liable for commercial rejection. Hence it is proposed to indicate that vendor offers will be considered for price bid opening subject to the fulfilment of PQR requirement, techno-commercial suitability and approval of vendor by customer	
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				PATRATU ACTUATOR				
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 TCI : 318/Rev. 00 - MOU/TPBHEL/ACTUATOR/67-272 REV 00(WITH 9 PIN PLUG & SOCKET ARRANGEMENT WITH INTERGRAL STARTER)AND WIRING DIAGRAM 3-96-588-12091.</p> <p>QP:QA:CI: STD: QP:13/Rev04 Painting Schedule is applicable</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.								

Note to Bidders:

PQR is applicable for the present tender and please confirm for the PQR requirements as attached along with tender.

Supply should be as per BHEL specifications TCI: 318/Rev. 00 –
MOU/TPBHEL/ACTUATOR/67-272 REV 00(WITH 9 PIN PLUG & SOCKET
ARRANGEMENT WITH INTERGRAL STARTER) AND WIRING DIAGRAM 3-96-588-
12091.

REMARKS :

**LIMITING TORQUE ELECTRIC ROTARY ACTUATOR (TYPE 3) AS PER MOU SPECIFICATION:
MOU/TPBHEL/ACTUATOR/67-272 REV 00(WITH 9 PIN PLUG & SOCKET ARRANGEMENT WITH
INTERGRAL STARTER) AND WIRING DIAGRAM 3-96-588-12091.**

- 1.DOCUMENTS REQD: 6 COPIES OF O&M INSTRUCTIONS, ASSY. DRAWING WITH BOM AND ONE SET
IN SOFT COPY.**
- 2.PACKING AND STRUTS SHALL BE USED TO ARREST ROLLING OF ITEMS AND TO AVOID TRANSIT
DAMAGE.**
- 3.LIMIT SWITCHES AND SUCH COMPONENTS SHALL BE ENCAPSULATED PROPERLY WITH
THERMOCOL.**
- 4.PAINTING SCHEDULE AS APPLICABLE FOR THE PROJECT PAINTING SCHEDULE**
- 5. ALL MATERIALS SHALL BE DEFECT FREE AND SHALL BE REPLACEABLE FREE OF COST DURING
GUARANTEE PERIOD. GUARANTEE REQD IS 12 MONTHS FROM THE DATE OF COMMISSIONING OR 18
MONTHS FROM THE DATE OF SUPPLY, WHICHEVER IS EARLIER.**

Technical Pre-Qualification Requirement for
Torque limiting electric rotary actuator

1. The vendor shall be an established Electric rotary actuator having adequate Design, Engineering, Manufacturing, inspection and testing facilities and shall furnish technical backup documents for the proof of above requirements.
2. The Electric rotary actuator offered shall be from the existing regular manufacturing range of the supplier. Vendor shall provide the manufacturing catalogue or general reference list for the offered actuator along with offer.
3. The supplier shall have experience of having supplied Electric rotary actuator and its accessories for dusty environment of coal based power plants or for the application of similar severity as specified in the enquiry. Supplier shall submit documents in proof of the same.
4. Proven track record is required. Minimum one end user certificate for the satisfactory operational performance of their supplied Electric rotary actuator as per enquiry in similar ambient conditions is required as a proof.

(or)

successfully executed two POs for same item meeting requirements specified in enquiry specification. Vendor to submit the corresponding datasheets / drawings / technical documents of supplied item as per POs / end user certificate.

5. In case of ordering, the vendor shall have the responsibility for the followings and same to be confirmed point wise.
 - i) Vendor should have the component replacement responsibility in case of defect / failure.
 - ii) Vendor shall have capability to provide assistance in commissioning activities at site, if required.
 - iii) Vendor should ensure the product performance during erection & commissioning.

6. Backup document checklist to meet PQR to the fullest satisfaction of BHEL:

S. No	Document description	Check list
1	Documents to meet Clause(1)	<input type="checkbox"/>
2	Product Catalogues to meet clause(2)	<input type="checkbox"/>
3	Supply reference document to meet clause (3) (PO /Inspection Reports/supply reference list)	<input type="checkbox"/>
4	Min. one end user certificate (or) Two POs to meet clause (4)	<input type="checkbox"/>
5	Confirmation to clause (5)	<input type="checkbox"/>

**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)

Painting Schedule for Patratu(1828,1829,1830)- Actuator

Sl. 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	
8 PS1A1	<p>Miscellaneous and casing sheets 07-409,431,460,461,462,502,503,509,531,560; 12-506,906,907; 17-919; 21-601,604,606; 24-350,351,354, 801,804,805,806,808,809, 24-810,815,817,821,825,826,835,840,841,855, 24-950,955,960;30-233,234; 36-396,611, 999; 38-611; 39-302;</p> <p>04-147, 547</p> <p>Fuel firing: 41-350,390,500;</p> <p>Steam blowing piping 42-001,002,005,010,046,065,070,120,152,154, 42-157; 43-004,104, 200; 45-200,801,802, 804,805,806,858; 47-281,283, 858;</p> <p>Duct plates, expansion joints 48-911,912;</p> <p>Coal Feeding 65-736; 67-204,272,276, 283,801,802,803; 95-088,089,091,485,96-186,97-585, 592;</p> <p>Handling equipment:99-099,100,300,400,600;</p> <p>Impulse lines: 24-800 Seal air ducting: 43-005, 105; Cold Air duct:48-012,014, 112,114, 141 Tempering Air: 48-142,144</p>	SSPC-SP3/ Power Tool Cleaning	Red Oxide Zinc Phosphate Primer (Alkyd Base) to IS 12744 DFT= 30 μm per coat	2	--	--	Synthetic Enamel paint (Long Oil Alkyd) to IS 2932 DFT= 20 μm per coat	2	Smoke Grey Shade No: 692 of IS5	100

§ - Final Shade is Golden yellow for Under hung crane, Chain Pulley Block, Ratchet Lever and Trolley with hoist. Black shade for Hook.