

## 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.

<b>Description of the Equipment:</b>	HR GLASS	
<b>Projects</b>	STOCK ITEMS	
<b>BHEL Tender No. &amp; Date</b>	<b>BID NO:</b>	
<b>Name of the firm (Bidder)</b>	:	
<b>Address</b>	:	
<b>Contact details</b>	<u><b>Contact person 1</b></u> <b>Name:</b> <b>Designation:</b> <b>Office Phone:</b> <b>Mobile:</b> <b>e-mail:</b> <u><b>Contact person 2</b></u> <b>Name:</b> <b>Designation:</b> <b>Office Phone:</b> <b>Mobile:</b> <b>e-mail:</b>	
<i>To be filled by bidder</i>		
<b>Sl. No.</b>	<b>Terms and conditions</b>	<b>Vendor's confirmation</b>
1 (a)	<b>Technical:</b> Bidder shall comply the specification requirements as attached in the enquiry. Any clarifications/deviations to the specification requirements are to be clearly indicated. Hidden deviations indicated elsewhere in the offer will not be evaluated.	
1 (b)	<b>Pre-qualification requirement:</b> 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 BHEL/ BHEL approved TPIA/Customer.	
2	<b>Firm Price:</b> The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	
3	<b>Delivery term:</b> The quote shall be on FOR/BHEL TRICHY STORES inclusive of Packing, forwarding, Freight also to yours account. Transit Insurance is under BHEL scope.	
4	<b>Evaluation Method:</b> The tender will be evaluated on total package basis. Evaluation shall be on total landed cost to BHEL on FOR destination basis.	
5 (a)	<b>Guarantee / Warranty Period:</b> 18 months from the date of supply or 12 months from the date of actual put in use, whichever is earlier.	

5 (b)	<p><b>Repair &amp; replacements:</b> 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.</p>	
5 (c)	<p><b>Loading Criteria:</b>  <b>Guarantee / Warranty Period:</b> No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.</p>	
6	<p><b>MSE VENDOR:</b></p> <p><i>i. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor.</i></p> <p><i>ii. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE.</i></p> <p><i>iii. If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on.</i></p> <p><i>iv. Finally if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor.</i></p> <p>Payment for MSE Indigenous vendors will be as per MSMED Act, 2006</p> <p>MSE suppliers can avail the intended benefits only if they submit <b>Udyam Registration certificate.</b></p> <p><b>Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry, in case of any deficiency in the above required documents or in case the documents are not submitted before price bid opening.</b></p>	
7	<p><b><u>Make in India:</u></b></p> <p>For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non- Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p><b>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.</b></p>	
8	<p><b>Liquidated damages (LD):</b></p> <p>a) Time is the essence of the contract.</p> <p>b) The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.</p> <p>c) In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed</p>	

	<p>below will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirapalli under any other condition of the contract/applicable legal provisions.</p> <p>d) Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order(PO) would make the supplier liable to an un-conditional LD at the rate of 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of Purchase order value.</p> <p>e) Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p> <p>f) Indigenous: For “FOR Delivery terms”, Lorry way bill date will be taken for LD calculation.</p> <p>g) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers. Hence applicable GST shall also be recoverable from suppliers on LD amount. Debit note will be issued by BHEL for this amount, indicating the respective supply invoice number.</p>	
9 (a )	<b>Kindly Indicate the HSN Code for all items</b>	
(b)	<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 %.</b>	
10 (a)	<p><b>Delivery Period:</b></p> <ul style="list-style-type: none"> <li>• Delivery Period shall be 60 Days from the date of PO.</li> </ul> <p>Material shall be dispatched after obtaining dispatch clearance from BHEL.</p> <p>Delivery period mentioned anywhere else in the bid document is for indicative purpose. Delivery schedule shall be strictly as per this clause.</p>	
(b)	<p><b>Document Submission:</b></p> <p>In case of PO placements, required documents have to be submitted for approval within 15 days from the date of PO &amp; reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.</p>	
11	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.	
12	<p>Documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> <li>01. Covering letter</li> <li>02. Unpriced offer.</li> <li>03. Duly Signed Technical documents as indicated in the tender without deviation.</li> <li>04. Filled BHEL Terms and condition sheet (Annexure-A)</li> <li>05. Filled PQR along with supporting documents.</li> <li>06. Self-Certification as per Make In India clause</li> <li>07. MSE Certificates (if applicable)</li> </ol> <p><b>Note:</b> 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>	
13	<b>Inspection and testing requirements:</b>	

	Inspection and testing requirements are to be carried out as per BHEL Specification Requirement.	
14	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.	
15	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
16	Invoices will be processed only upon completion of statutory requirement and further subject to following: <ul style="list-style-type: none"> <li>• Vendor declaring such invoice in Form GST ANX-1</li> <li>• Receipt of Goods or Services and Tax invoice by BHEL</li> </ul>	
17	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).	
18	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.	
19	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	
20	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.	
21	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.	
22	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.	
23	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.	
24	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	
26	<b><u>Fraud Prevention Policy</u></b> 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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
27	<b><u>Packing:</u></b> Items shall be packed in suitable enclosure (to prevent damage) from all four sides and also it should be covered with polythene to make it water proof.	
28	<b><u>PRICE IMPACT:</u></b> All the technical / commercial details given in the enquiry shall be taken care and offer shall be quoted accordingly. No price impact / implication will be accepted within the validity period.	
29	<b><u>PAYMENT TERMS:</u></b> Payment term is 100% direct payment after 60 days from the date of dispatch against receipt and acceptance of material at our stores	
<b>Note</b>	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>4. <b>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 only.</b></li> </ol>	

**BHEL/TRICHY**  
**MM/BOI/PURCHASE**  
**ANNEXURE P**

**PRE QUALIFICATION REQUIREMENT FOR HR GLASS**

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 HR Glass of minimum technical parameters of material, dimension etc. as mentioned in our technical specification.

2) The Bidder has to **submit the following supporting documents** meeting above mentioned pre-qualifying requirement:

A. Bidder shall furnish minimum **One** supply references with **Purchase order and shipping details** in proof for having supplied enquired 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.

3) In case of ordering, the bidder shall have the component replacement responsibility in case of defect / failure.

Annexure-D

## SUB-DELIVERY ENQUIRY DEVIATION FORMAT

	<b>MATERIALS MANAGEMENT / BOI SUB-DELIVERY ENQUIRY DEVIATION FORMAT</b>	
<b>Schedule of deviation to Sub-delivery Enquiry No.</b> :		
<b>Description</b> : HR GLASS DIA109mm X 5MM THK		
<b>Technical Specifications Document</b> : IPP:48:09200/Rev.00		
<b>Drawing Nos.</b> :		
<b>Quality Plan</b> :		
<b>Packing Procedure</b> :		
<b>Document reference</b>	<b>BHEL called for</b>	<b>Firm's</b>
	IPP:48:09200/Rev.00	
<b>Certified that other than the above deviations, we are accepting all the other specifications and requirements in full to your Enquiry.</b>		
<b>Station :</b>		
<b>Date :</b>	<b>Signature of firm's representative</b>	<b>Firm seal</b>
<b>Note :</b> 1. Deviations should be taken only in the extreme case 2. If necessary, use additional sheets with page control number		

CERTIFIED THAT OTHER THAN THE ABOVE DEVIATIONS, WE ARE ACCEPTING ALL THE OTHER SPECIFICATIONS AND REQUIREMENTS IN FULL TO YOUR ENQUIRY

STATION:

DATE:

SIGNATURE OF FIRMS REPRESENTATIVE

FIRM

SEAL

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1. Deviations should be taken only in the extreme case.
  2. If necessary, use additional sheets with page control number.