



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 NIC Enquiry

The terms and condition mentioned in this document are applicable in addition to the NIC General Terms and Conditions. Bidders shall furnish pointwise confirmation/details.

Description of the Item:	24INCH ID INLET,7FT CD GRAVIMETRICFEEDER
Project	NALCO DAMANDJODI
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 GF-724/REV 00 and annexure- II, III, IV & V to specification and technical specification for microprocessor based gravimetric feeder controls TCI:283(VFD)/NALCO DAMANJODI/REV 00</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.</p> <p>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 TPI	
2	<p>Firm Price:</p> <p>The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
3	<p>Delivery term: NALCO DAMANDJODI site</p> <p>Transit Insurance is under BHEL scope.</p>	
4 (a)	<p>Guarantee / Warranty Period:</p> <p>18 months from the date of supply or 12 months from the date of actual put in use, whichever is earlier.</p> <p>No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.</p>	
4 (b)	<p>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.</p>	
5 (a)	Kindly Indicate the HSN Code for all items	
5(b)	<p><u>Rate quoted in NIC portal should be on FOR destination basis inclusive of all taxes, P & F and freight etc. Transit Insurance is under BHEL scope.</u></p> <p>Please indicate the applicable GST %, P & F and freight cost in %, which is included in your quoted rate in NIC portal</p>	
6 (a)	<p>Delivery Period: 180 days from document approval for Supply & completion of panel wiring works at BHEL stores as per Technical specifications.</p>	
6 (b)	<p>Document Submission:</p> <p>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.</p>	
7	<p>Liquidated damages:</p> <p>Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD condition as "0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value"(FV).</p> <p>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 7 days. Any delay beyond the above specified period will be considered</p>	

	during LD calculation.	
8	Evaluation Method Total tender quantity will be evaluated as Package-wise.	
9	Payment Term Payment term is 100% direct payment after 60 days from the date of dispatch against at NALCO DAMANDJODI site acknowledgement. For MSE Vendors, MSE payment term will be applicable as per MSE act.	
10	Performance Bank Guarantee: Performance Bank Guarantee to a value of 10% of the Total Order Value covering the whole Guarantee period. PBG shall be in BHEL format (format enclosed). List of Consortium of Banks is also enclosed.	
11	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.	
12	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.	
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	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.	
26	<p>Loading Criteria on LD term for arriving the L1 rate:</p> <p>Any deviation on BHEL LD clause, loading (Offered Value) will be applied to the extent to which it is not agreed by the bidder.</p> <p>*Acceptance of LD on undelivered portion will be loaded at the rate of 10% (max).</p>	
27	<p>Risk Purchase</p> <p>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.</p>	
28	BHEL TRICHY/VIZAG may place the Purchase Order on L1 vendor	
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 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			24INCH ID INLET,7FT CD GRAVIMETRICFEEDER				
SPECIFICATION			TCI:310(EMC)/REV.10				
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 GF-724/REV 00 and annexure- II, III, IV & V to specification and technical specification for microprocessor based gravimetric feeder controls TCI:283(VFD)</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**

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)

Note to Bidders- Sign and Submit

1) 24INCH ID INLET,7FT CD GRAVIMETRICFEEDER 24-inch Inlet, 7 feet Centre Distance Electronic Weighing Belt Type Gravimetric Feeder (Microprocessor based control) as per specification GF-724/REV 00 and annexure- II, III, IV & V to specification and technical specification for microprocessor based gravimetric feeder

2)SPECIAL TOOLS & TACKLES FOR FEEDER Special tools and tackles for Gravimetric Feeder as per specification GF-724/REV 00. (Test Weight for calibration, Shear pin for COC, Shear pin hub for COC, Bar-Pulley lift assembly, Turn buckle assembly, Pulley removal tool, Rail extensions RH & LH, Checking bar, Shim set for calibration etc.)

3)FEEDER REVERSE ROTATION EMPTYING CHUTE Feeder reverse rotation emptying chute for bunker emptying as per specification GF-724/REV 00.

4) Site supervision charges toward commissioning and testing support – Optional cost

1)Vendor shall submit all drawings including GA and cross sectional drawings, data sheets, catalogue etc. as per our specification.

2) Pointwise confirmation shall be furnished by the vendor.

3) All sub-assemblies /components shall be procured from CUSTOMER/BHEL approved sources only

4) Any deviation shall be brought out clearly in the offer with technical justification

5) Quality plan requirement: As per BHEL approved contract quality plan.

Attachments:

1) Specification GF-724/rev 00 (13 sheets)

2) Annexure-II to specification.GF-724 - Data sheet (1 sheet)

3) Annexure-III to specification GF-724 - Feeder test procedures (7 sheets)

4) Annexure-IV to specification GF-724 - General arrangement drawing

5) Annexure-V to specification GF-724 - Painting schedule

6)Technical specification for microprocessor based gravimetric feeder controls TCI:283(VFD)/NALCO DAMANJODI/REV00(26 sheets)

Sl.	Name of the bank
1	State Bank of India
2	Canara Bank
3	Axis Bank
4	Bank of Baroda
5	Central Bank
6	Citi Bank N.A.
7	Deutsche Bank **
8	Exim Bank
9	Federal Bank Limited
10	HDFC Bank Limited
11	Hongkong and Shanghai Banking Corporation Ltd
12	Indian Bank
13	ICICI Bank Limited
14	IDBI Bank Limited
15	IndusInd Bank Limited
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Punjab National Bank
19	RBL Bank Ltd.
20	Standard Chartered Bank
21	Union Bank of India
22	Yes Bank Limited
	TOTAL

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We.....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. We..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁶

- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date ⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD