### 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:** | | **SS Hose and Fittings** | |
| **Projects** | | FGD Packages: BRBCL Nabinagar, NTPC Ramagundam,  TSGENCO Bhadradri | |
| 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: Vendor Quality Plan (considering all specification requirements) and approved by BHEL, shall be applicable.  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 is applicable**:  Price of only those Techno-Commercially suitable bidders shall be considered who are approved by Customer.  Bidder to submit the credentials along-with their offer for seeking Customer approval. | |  |
| 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 basis as per below details, inclusive of Packing, forwarding, Freight also to vendor’s account.  Package-1: BRBCL Nabinagar  Package -2: NTPC Ramagundam [for Cust-7505&7506 as per Scope of Supply]  Package -3: TSGENCO Bhadradri site  Transit Insurance is under BHEL scope.  Consignee mentioned in GeM Bid is for indicative purpose only | |  |
| 4 | **Tender Finalization:**  Tender will be finalized on Package-wise evaluation through Reverse Auction. | |  |
| 5 (a) | **Guarantee / Warranty Period:**  Standard Guarantee Period shall be 18 months from the date of supply or 12 months from date of commissioning, whichever is earlier.  However, if specification calls for more stringent Guarantee Period, the same to be confirmed by the vendor. | |  |
| 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:**  Delivery to be made within 75 days from document approval/ manufacturing clearance.  Delivery period mentioned anywhere else in the bid document is for indicative purpose.  Material shall be dispatched after obtaining dispatch clearance from BHEL. | |  |
| 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 Non-MSME vendors: 90 days from Site Acknowledgement date  For Medium category vendors: 60 days from Site Acknowledgement date  For MSE category vendors: 45 days from Site Acknowledgement date | |  |
| 8 (b) | **LD Terms**  LD shall be as per GeM General Terms and Conditions.  Date for LD reckoning shall be Site Acknowledgement date. | |  |
| 9 | **Note**: For payment processing following documents to be submitted.   1. Invoice (two set in Original) 2. LR Copy 3. Ewaybill | |  |
| 10 | Following documents are to be submitted along with technical bid (Part-1)   1. Covering letter 2. Unpriced offer. 3. Filled technical specification and BHEL datasheets. 4. Filled BHEL Terms and condition sheet (Annexure-A) 5. Filled in PQR along with supporting documents. 6. GA Drawing 7. Self-Certification as per Make in India clause 8. MSE Certificates (if applicable) 9. Financial Statements for last 3 years   **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. | |  |
| 11 | **Inspection and Testing requirements:**  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.  Inspection notice period: For TPI inspector visit to vendor works, a minimum of 3 working days’ notice period. | |  |
| 12 | **Tax Compliance:**  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. | |  |
| 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 | **Make in India:**  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 Iocation(s) at which the local value addition is made.  Counter offering for Make in India will be on package basis (non-splittable) | |  |
| 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 | **Breach of contract, Remedies and Termination:**  In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:  a. from dues available in the form of Bills payable to defaulted supplier against the same contract.  b. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit  c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.  Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.” | |  |
| 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 | **Debarred Suppliers Rejection:**  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 | **Set off :** 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 | **Jurisdiction:** In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the arbitration clause | |  |
| 31 | **Arbitration & Conciliation:**  Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator.  Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.  Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.  In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. | |  |
| 32 | **Cartel Formation:**  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. | |  |
| 33 | **Conflict of Interest Among Bidders/Agents:**  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:   1. they have controlling partner (s) in common; or 2. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or 3. they have the same legal representative/agent for purposes of this bid; or 4. 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 5. 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   1. 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: 2. The principal manufacturer directly or through one Indian agent on his behalf; and 3. Indian/foreign agent on behalf of only one principal;   or   1. 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 2. 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** | 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 only.** | | |

**/ On Bidder’s office letter pad /**

**Self-Declaration – ANNEXURE B**

|  |  |
| --- | --- |
| **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 & order 04.06.2020 issued by DPIIT

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 color field)

These Technical Clarifications are to be read along-with Bid specifications

**7476- NABINAGAR SS-HOSE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SL. No.** | **DESCRIPTION** | **MATERIAL** | **QTY** | **UNIT** |
| 1 | ADOPTER BSP ZG1/4"(F) X 1" BSP(M) | SS | 8 | NO |
| 2 | ADOPTER 1" NPT(M) X 1" BSP(M) | SS | 20 | NO |
| 3 | ADOPTER 1/4" NPT(M) X 1" BSP(M) | SS | 62 | NO |
| 4 | ADOPTER 3/8" NPT(M) X 1" BSP(M) | SS | 12 | NO |
| 5 | PIPE 1" BSP (M) ONESIDE AND OTHER PLAIN END  LENGTH=100mm | SS | 154 | NO |
| 6 | SS FLEXIBLE HOSE L=600mm WITH 1" BSP FEMALE SWIVEL NUT END  BOTH SIDE | SS | 138 | NO |
| 7 | SS FLEXIBLE HOSE WITH 1" BSP FEMALE SWIVEL NUT END  **~~ONE SIDE~~ BOTH SIDE** | SS | 16 | NO |
| 8 | HOSE CLAMP NB50 | SS | 16 | NO |
| 9 | NB15 FLANGE CLASS 150 | SS | 36 | NO |

These Technical Clarifications are to be read along-with Bid specifications

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **7505-RAMAGUNDAM SS-HOSE** | | | | |
| **SL. No.** | **DESCRIPTION** | **MATERIAL** | **QTY** | **UNIT** |
| 1 | ADOPTER BSP ZG1/4"(F) X 0.5" BSP(M) | SS | 3 | NO |
| 1 | ADOPTER BSP ZG1/4"(F) X 1" BSP(M) | SS | 2 | NO |
| 2 | ADOPTER 1" NPT(M) X 1" BSP(M) | SS | 9 | NO |
| 3 | ADOPTER 1/4" NPT(M) X 1" BSP(M) | SS | 18 | NO |
| 4 | ADOPTER 3/8" NPT(M) X 1" BSP(M) | SS | 22 | NO |
| 5 | PIPE 0.5" BSP (M) ONESIDE AND OTHER PLAIN END  LENGTH=100mm | SS | 3 | NO |
| 6 | PIPE 1" BSP (M) ONESIDE AND OTHER PLAIN END  LENGTH=100mm | SS | 70 | NO |
| 7 | SS FLEXIBLE HOSE L=600mm WITH 0.5" BSP FEMALE SWIVEL NUT END BOTH SIDE | SS | 3 | NO |
| 8 | SS FLEXIBLE HOSE L=600mm WITH 1" BSP FEMALE SWIVEL NUT END BOTH SIDE | SS | 66 | NO |
| 9 | SS FLEXIBLE HOSE L=600mm WITH 1" BSP FEMALE SWIVEL NUT END **~~ONE SIDE~~ BOTH SIDE** | SS | 4 | NO |
| 10 | HOSE CLAMP NB50 | SS | 4 | NO |
| 11 | NB15 FLANGE CLASS 150 | SS | 15 | NO |

These Technical Clarifications are to be read along-with Bid specifications

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **7506-RAMAGUNDAM SS-HOSE** | | | | |
| **SL. No.** | **DESCRIPTION** | **MATERIAL** | **QTY** | **UNIT** |
| 1 | ADOPTER BSP ZG 1/4"(F) X 1" BSP(M) | SS | 6 | NO |
| 2 | ADOPTER 1" NPT(M) X 1" BSP(M) | SS | 24 | NO |
| 3 | ADOPTER 3/8" NPT(M) X 1" BSP(M) | SS | 24 | NO |
| 4 | PIPE 1" BSP (M) ONESIDE AND OTHER PLAIN END  LENGTH=100mm | SS | 102 | NO |
| 5 | SS FLEXIBLE HOSE L=600mm WITH 1" BSP FEMALE SWIVEL NUT END BOTH SIDE | SS | 90 | NO |
| 6 | SS FLEXIBLE HOSE L=600mm WITH 1" BSP FEMALE SWIVEL NUT END **~~ONE SIDE~~ BOTH SIDE** | SS | 12 | NO |
| 7 | HOSE CLAMP NB50 | SS | 12 | NO |
| 8 | NB15 FLANGE CLASS 150 | SS | 36 | NO |

These Technical Clarifications are to be read along-with Bid specifications

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **7510-BHADRADRI SS-HOSE** | | | | |
| **SL. No.** | **DESCRIPTION** | **MATERIAL** | **QTY** | **UNIT** |
| 1 | ADOPTER BSP ZG 1/4"(F) X 0.5" BSP(M) | SS | 3 | NO |
| 2 | ADOPTER BSP ZG 1/4"(F) X 1" BSP(M) | SS | 8 | NO |
| 3 | ADOPTER 1" NPT(M) X 1" BSP(M) | SS | 20 | NO |
| 4 | PIPE 0.5" BSP (M) ONESIDE AND OTHER PLAIN END  LENGTH=100mm | SS | 3 | NO |
| 5 | PIPE 1" BSP (M) ONESIDE AND OTHER PLAIN END  LENGTH=100mm | SS | 90 | NO |
| 6 | SS FLEXIBLE HOSE L=600mm WITH 0.5" BSP FEMALE SWIVEL NUT END BOTH SIDE | SS | 3 | NO |
| 7 | SS FLEXIBLE HOSE L=600mm WITH 1" BSP FEMALE SWIVEL NUT END BOTH SIDE | SS | 66 | NO |
| 8 | SS FLEXIBLE HOSE WITH 1" BSP FEMALE SWIVEL NUT END  **~~ONE SIDE~~ BOTH SIDE** | SS | 24 | NO |
| 9 | HOSE CLAMP NB50 | SS | 24 | NO |
| 10 | NB10 FLANGE PN10 | SS | 26 | NO |
| 11 | NB15 FLANGE CL150 | SS | 12 | NO |