

Bid Document

Bid Details	
Bid End Date/Time	14-06-2022 18:00:00
Bid Opening Date/Time	14-06-2022 18:30:00
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10140027-hbbp Trichy
Total Quantity	30
Item Category	FLOW NOZZLE ASSEMBLY - ECO INLET WATER, Material Code- L182319728201001 , FLOW NOZZLE ASSEMBLY-SH SPRAY,Material Code- L182319728201002 , FLOW NOZZLE ASSEMBLY-RH SPRAY, Material Code- L182319728201003 , FLOW NOZZLE ASSEMBLY-START UP SYSTEM, Material Code- L182319728201004
BOQ Title	FLOW NOZZLE ASSEMBLY
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	FLOW NOZZLE ASSEMBLY - ECO INLET WATER, Material Code- L182319728201001
Time allowed for Technical Clarifications during technical evaluation	3 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -Ind order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on

lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

FLOW NOZZLE ASSEMBLY - ECO INLET WATER, Material Code- L182319728201001

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kavila Mohan Prabhakar	508355, The Divisional Engineer (Stores) Construction Division, Yadadri Thermal Power Station, Veeralapalem village, Damaracherla mandal, Nalagonda District, Telangana	5	100

FLOW NOZZLE ASSEMBLY-SH SPRAY, Material Code- L182319728201002

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kavila Mohan Prabhakar	508355,The Divisional Engineer (Stores) Construction Division, Yadadri Thermal Power Station, Veeralapalem village, Damaracherla mandal, Nalagonda District, Telangana	10	100

FLOW NOZZLE ASSEMBLY-RH SPRAY, Material Code- L182319728201003

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kavila Mohan Prabhakar	508355,The Divisional Engineer (Stores) Construction Division, Yadadri Thermal Power Station, Veeralapalem village, Damaracherla mandal, Nalagonda District, Telangana	10	100

FLOW NOZZLE ASSEMBLY-START UP SYSTEM, Material Code- L182319728201004

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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Buyer Added Bid Specific Terms and Conditions

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ANNEXURE - A

TECHNO - COMMERCIAL TERMS AND CONDITIONS

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Description of the Material:	FLOW NOZZLE ASSEMBLY
GEM bid Ref	
VENDOR DETAILS	

Vendor Name:	
Vendor address:	
BHEL Vendor Code: (if any)	
Offer Reference & date	
Contact Persons:	
Mobile Nos.:	
e-mail ids:	

Sl. No.	Terms and conditions	Vendor's confirmati
1	<p>The Tender will be operated in two part bid system. PART 1 consisting of PQR & Techno-commercial and PART 2 is Price Bid.</p> <p>This requirement is for YADADRI (5 X 800MW) for Supply of Flow Nozzle Assembly as per as per technical documents attached in the Enquiry.</p> <p>Deviations, if any, may be indicated in the sub-delivery enquiry deviation format attached with the enquiry.</p>	Accepted
2	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies	Accepted
3	Evaluation: Offer will be evaluated on single package only . L1 finalisation will be done on total cost to BHEL basis .	Accepted
4	Delivery term: FOR / YADADRI project site basis. The quoted Rate shall be inclusive of Packing, Forwarding, Freight, calibration charges & GST . Insurance will be on BHEL scope.	Accepted

5	<p>Payment terms:</p> <p>MSE Payment Term: "100% direct EFT payment within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC).</p> <p>Payment Term (Medium Enterprises): "100% direct EFT payment within 60 days of issue of consignee receipt-cum-acceptance certificate (CRAC).</p> <p>Payment Term (Non MSME): "100% direct EFT payment within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC).</p> <p>Any deviation in the above Payment Terms, any other conditions in payment terms or any other payment term will not be accepted and offers are liable to be commercially rejected.</p>	Accepted
6	<p>Pre-qualification requirement (PQR): Vendor to submit supporting documents for PQR to qualify for this tender. Offers not meeting Pre-Qualification Requirement will not be considered further for evaluation.</p>	Accepted
7	<p>1. Customer approval of vendor is applicable for this tender. 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 cut-off date, their offer will be liable for commercial rejection. Hence, Vendor offers will be considered for PART 2 (Price bid) opening subject to the fulfilment of PQR requirement, techno-commercial suitability and approval of vendor by customer.</p>	<p>-</p> <p>Accepted</p> <p>-</p>
8	<p>1. Branch Pipes: BHEL will issue free supply branch pipes to indigenous vendor for flow nozzle assembly as per specification. Collection & transportation of branch pipes from BHEL Trichy stores to vendor works shall be vendor scope. Vendor to collect the same from BHEL Trichy stores within 15 days from BHEL mail intimation.</p>	Accepted
9	<p>Liquidated Damages (LD): As per GeM Terms & Conditions</p>	Accepted
10	<p>In the event of PO, The LD shall be reckoned from the Contract delivery date to Cargo readiness date. Cargo readiness date means Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/Railway Receipt date, whichever is later.</p> <p>Document Submission After PO: Complete set of applicable documents viz., Datasheet, GAD and Quality Plan (if applicable) are to be submitted for BHEL / customer approval within 15 days from receipt of GeM PO. Any comment on the documents by BHEL / Customer to be replied / revised (as applicable) within 7 days. Any delay from vendor side beyond defined time period will be considered as vendor delay only and the delay period will be deducted from calculated delivery date while making delivery date extension if applicable.</p>	Accepted

11	<p>Guarantee/ Warranty period: 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 Warranty period, their offer will be rejected.</p>	Accepted
12	<p>Delivery Period: 100 days from document approval /manufacturing clearance.</p> <p>Delivery period shall include all the activities i.e. manufacturing / production, Inspection, Packing, Forwarding and dispatch.</p>	Accepted / Not Accepted
13	<p>Validity: 120 days from GeM bid (Technical) opening date</p>	Accepted
14	<p>2. Reverse Auction: RA is applicable & same will be conducted in GeM as per GeM operating procedure.</p>	Accepted
15	<p>GST DETAILS, BHEL TRICHY GST No. 33AAACB4146P2ZL</p>	Noted
16	<p>Please mention your GSTIN Number</p>	
17	<p>HSN Codes for Quoted Material:</p>	
18	<p>Document Submission: Along with the offer</p> <p>1. All the technical documents which have been attached along with our enquiry i.e., Specification, Drawing, Quality Plan, Packing Procedure, Data Sheet etc., signature to be endorsed on all pages with company seal.</p> <p>2. Filled-in/signed & sealed Sub-delivery enquiry deviation format.</p> <p>3. Filled-in/signed & Sealed Annexure-A: Commercial terms and conditions. (Mandatory for Commercial evaluation)</p> <p>4. UDYAM Registration copy to validate MSE status.</p> <p>3. 5. Self-certification in Letterhead indicating the percentage of Local content as per given format.</p>	Submitted/ Not Submitted
19	<p>“Sub-Delivery Enquiry Deviation Format” is important document which has to be filled, (signed & sealed) with all the technical reference document detail and attached along with the offer in the EPS. In case of no deviations. Please mention NIL DEVIATION.</p>	Noted
20	<p>MSE status: Whether vendor belongs to MSE category (Micro / Small)</p> <p>Note: Vendor shall apply MSE preference while quoting through GeM portal. Otherwise your firm will not be considered for MSE preference in GeM.</p>	Noted

21	<p>BENEFITS TO MSE VENDOR:</p> <p>MSE suppliers can avail the intended benefits only if they submit along with the offer, attested/notarized copies of either</p> <ol style="list-style-type: none"> 1. Valid NSIC certificate or EM II certificate along with CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status (MICRO or SMALL) where the deemed validity of EM II is over. OR 2. Udyog Aadhaar Memorandum No. & CA Certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status. <p>Date to be reckoned for determining the deemed validity will be the last date of technical bid submission (Part 1 in case of two part bid). 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. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal even if submitted earlier. Documents should be notarized or attested by a Gazetted officer.</p> <p>For Package basis (Non-Splitable):</p> <ol style="list-style-type: none"> i. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor. 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. 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. iv. Finally if none of the MSE vendor in the price band is not accepting, it will be ordered on L1 non MSE vendor. 	Accepted
22	<p>Preference to Make in India: “For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II supplier /Non- Local supplier and purchase preference to Class I local supplier, is 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>Note: Bidders shall ensure to apply for Make In India (MII) preference while quoting through GeM portal. Otherwise offer will not be considered for MII preference.</p>	Accepted
23	Indigenous vendors to submit Self-certification in Letterhead indicating the percentage of Local content as per given format.	Submitted / Not Submitted
24	Technical / commercial clarification, if any, will be initiated through EPS / email. Vendor to respond to the clarifications within 3 working days. If the vendor fails to respond, even after three reminders, then the vendor will be considered as non-responsive and is liable to be rejected. Please note that EPS generates auto email whenever clarification / tender event is scheduled. Vendor to keep track and respond immediately.	Accepted
25	Inspection notice period: Vendor shall raise inspection call to Third Party Inspection Agency / BHEL at least THREE working days, prior to the proposed date of inspection.	Accepted

26	<p>Inspection & testing requirements: Inspection and testing requirements are to be carried out as per the specification and BHEL/customer approved QAP and all test certificates are to be submitted in complete set as indicated in our specification /QAP. In case of Vendor QP the same shall be submitted for approval along with the offer.</p>	Noted									
27	<p>Delivery schedule: This is the requirement for YADADRI (5 x 800 MW) projects, vendor to supply the 05 unit's material in staggered delivery manner; tentative delivery requirement is given below.</p> <table border="1" data-bbox="236 432 1094 913"> <thead> <tr> <th data-bbox="236 432 679 510">Project</th> <th data-bbox="679 432 1094 510">Tentative Delivery</th> </tr> </thead> <tbody> <tr> <td data-bbox="236 510 679 589">Yadadri TPS 5x800 MW - Unit1</td> <td data-bbox="679 510 1094 589" rowspan="2">SEP'22</td> </tr> <tr> <td data-bbox="236 589 679 667">Yadadri TPS 5x800 MW - Unit2</td> </tr> <tr> <td data-bbox="236 667 679 745">Yadadri TPS 5x800 MW - Unit3</td> <td data-bbox="679 667 1094 745" rowspan="3">NOV'22</td> </tr> <tr> <td data-bbox="236 745 679 824">Yadadri TPS 5x800 MW - Unit4</td> </tr> <tr> <td data-bbox="236 824 679 913">Yadadri TPS 5x800 MW - Unit5</td> </tr> </tbody> </table>	Project	Tentative Delivery	Yadadri TPS 5x800 MW - Unit1	SEP'22	Yadadri TPS 5x800 MW - Unit2	Yadadri TPS 5x800 MW - Unit3	NOV'22	Yadadri TPS 5x800 MW - Unit4	Yadadri TPS 5x800 MW - Unit5	Accepted
Project	Tentative Delivery										
Yadadri TPS 5x800 MW - Unit1	SEP'22										
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Yadadri TPS 5x800 MW - Unit3	NOV'22										
Yadadri TPS 5x800 MW - Unit4											
Yadadri TPS 5x800 MW - Unit5											

RISK PURCHASE:

a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.

b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.

c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:

i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.

ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit

iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

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1. Applicability of GST: (as per latest circular) In accordance with Sec. 7 of CGST Act, 2017, read with clause 5(e) of Schedule II to CGST Act, 2017, amount recovered / recoverable by BHEL from vendor / contractor for non-performance of work as per contract shall be treated as "Supply of service" by BHEL and accordingly GST shall be applicable.

2. Value on which GST shall be applicable:

Section 15 of CGST Act, 2017 defines the "Value of Taxable Supply" as follows:

"— (1) The value of a supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply."

Accordingly, GST shall be applicable on amount being recovered / recoverable from such vendor / contractor. In case only the differential cost is being recovered from new vendor / contractor, GST shall be applicable on same.

3. Time of Supply, i.e. when GST shall be applicable: As per Sec. 13, read with Sec. 31 of CGST Act, 2017, GST shall be applicable when such recovery against non-performance of work has been determined and accordingly accounted for in Books of Accounts.

Accepted

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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.

Noted

30	<p>Suspension of Business Dealings: Withdrawal of offer after price bid opening or varying the same in any manner within the validity period, but before the placement of order will be liable for suitable action for suspension of further business with the vendor as per BHEL corporate procedures.</p> <p>a) Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors (Guidelines for suspension of business dealings with suppliers/ contractors).</p>	Accepted
31	<p>The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p>	Noted
32	<p>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.</p>	Accepted
33	<p>BHEL reserves the right to cancel / modify the tender, if the need so arises, without assigning any further notice or reason therefore.</p>	Accepted
	<p>For Indigenous suppliers: GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE</p> <p>a) 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> <p>b) 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.</p> <p>c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)</p> <p>d) Invoices will be processed only upon completion of statutory requirement and further subject to following:</p>	

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i. Vendor declaring such invoice in their GSTR-1 Return/ IFF

ii. Receipt of Goods or Services and Tax invoice by BHEL

e) 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).

f) 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.

g) 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

h) 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.

i) 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.

j) 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.

k) 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.

Noted

By signing this Annexure, the vendor consents that the terms & conditions accepted, in the Annexure-A alone, shall be binding between BHEL and the Vendor; and no other terms quoted mentioned, elsewhere in the Offer / Quotation will be considered / accepted by BHEL.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---