

Bid Corrigendum

GEM/2022/B/2157914-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer uploaded ATC document [Click here to view the file.](#)
2. Buyer Added text based ATC clauses

Additional Terms and conditions are as per the attached Annexure-T. Filled up Annexure-T shall be submitted along with the offer.

3. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

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 specification 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.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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

Annexure – T- 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:		Electrical Handling Equipment for Patratu Project.
Projects		Patratu 3x800MW Project (1828-1830)
BHEL Tender No. & Date		GEM/2022/B/2157914 dated 06.05.2022
<i>To be filled by bidder</i>		
Name of the firm (Bidder)		:
Address		:
Contact details		<u>Contact person 1</u> Name: Designation: Office Phone: Mobile: e-mail: <u>Contact person 2</u> Name: Designation: Office Phone: Mobile: e-mail:
Offer reference with date		:
Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	Technical: Bidder shall comply the specification requirements as mentioned against each items in Annexure-F. Any clarifications/deviations to the specification requirements are to be clearly indicated in the above format. Hidden deviations indicated elsewhere in the offer will not be evaluated.	
1 (b)	Pre-qualification requirement: Offer shall be considered only if bidder is meeting Tender Prequalification requirement (Annexure-P & Q). 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)	Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability and vendor approval by end customer. Vendors shall submit filled up Annexure-U: SUB-VENDOR QUESTIONNAIRE (refer page 6 of formats) along with supporting documents for taking up with end customer of Patratu project for their approval.	
1 (d)	Evaluation of the tender will be schedule wise. Unit wise items against each schedule are indicated in Annexure-F-Schedule of Items.	
1(e)	Quality Plan:	

	Quality plan shall be submitted by vendor in line with the NTPC Standard Quality Plan Enclosed after PO placement for approval by NTPC.	
1 (f)	Inspection by BHEL/ BHEL approved TPIA/ NTPC.	
1 (g)	Painting shall be followed as per applicable painting scheme attached along with specification.	
2 (a)	Payment terms: 100% direct EFT payment within 90 days from the date of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills against 10% PBG valid for the warranty period. For MSE suppliers, payment shall be within 45 days from the date of CRAC against 10% PBG valid for the warranty period. For Medium Enterprises payment shall be within 60 days from the date of CRAC against 10% PBG valid for the warranty period.	
2 (b)	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 Patratu project site destination basis inclusive of Packing, forwarding, Freight also to yours account. Transit Insurance is under BHEL scope.	
4	Performance Bank Guarantee: BHEL require a performance Bank Guarantee to a value of 10% of supply value covering the Guarantee/Warranty period. The PBG shall be in BHEL format (Format attached) which is to be opened in any one of the banks mentioned under List of Consortium Banks attachment. All banks charges shall be to vendor account only. Any deviation on PBG leads to rejection of offer.	
5 (a)	Guarantee / Warranty Period: 24 months from the date of supply or 18 months from the date of actual put in use, whichever is earlier. No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.	
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.	
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 %, P & F and freight cost (in % of material cost), which is included in your quoted rate in GeM portal.	
7 (a)	Delivery Period: Delivery Period shall be 4 months from Manufacturing clearance. Manufacturing clearance will be provided unit wise based on Documents approval from Customer /BHEL and site erection	

	<p>schedule.</p> <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 as per this clause.</p>	
7 (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 7 days. Any delay beyond the above specified period will be considered during LD calculation.</p>	
8.	<p>Liquidated Damages:</p> <p>LD terms shall be as per GeM General Terms and Conditions.</p> <p>Invoice date/Bill of Lading date/Airway Bill date/Lorry way bill date/e-waybill/Railway Receipt date, whichever is later will be considered for LD calculation.</p>	
9.	<p>Documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> 01. Covering letter 02. Unpriced offer. 03. Filled technical specification and BHEL datasheets. 04. Filled BHEL Terms and condition sheet (Annexure-T). 05. Filled Annexure-P & Q - PQR along with supporting documents. 06. GA Drawing. 07. Filled and Duly signed datasheet as per Annexure-III. 08. Catalogue's. 09. Self-Certification as per Make in India clause. 10. MSE Certificates (if applicable). 11. Signed Integrity Pact. 12. Annexure-U if required. <p>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.</p>	
10.	<p>Inspection and testing requirements:</p> <p>Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing (All documents shall be submitted within 15 days from the date of PO for our approval), Technical spec & QP and all test certificates are to be submitted in complete set.</p> <p>Inspection notice period: For TPI inspector visit to vendor works, a minimum of 3 working days' notice period.</p>	
11.	<p>O & M manuals: BHEL require 1 sets of printed O & M manuals with 3 soft copies in CD-ROM at no cost to be sent to BHEL/ Trichy.</p>	
12.	<p>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</p>	

	supported by the screen shot taken from GSTN portal. 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: <ul style="list-style-type: none"> • Vendor declaring such invoice in their GSTR-1 Return/ IFF • 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 case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.	
19.	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.	

20.	Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.	
21.	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate 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.	
22.	MSE VENDOR: <i>Udyam Registration certificate shall be submitted by MSE vendors for availing the benefits.</i>	
23.	<u>Make in India:</u> The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017. Bidders shall ensure to apply for Make In India preference while quoting through GeM portal. Otherwise offer will not be considered.	
24.	<u>Fraud Prevention Policy</u> Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
25.	<u>Risk purchase clause:</u> 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	

	<p>supplier, SD, BGs against the same contract.</p> <p>ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit</p> <p>iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p>	
26.	<p><u>GST on amount recoverable from vendor under Risk Purchase Clause:</u></p> <p>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.</p> <p>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.</p> <p>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.</p>	
27.	<p><u>Packing Requirements:</u></p> <ul style="list-style-type: none"> • All the despatch able units shall be packed in a wooden case with waterproof material. • Packing should ensure the healthiness of the Equipment including all electrical Accessories which may be stored for longer period (up to 2 years) at Site conditions (open to atmosphere). • All openings (Fluid, Pneumatic & Electric) shall be firmly capped. • Packing and struts shall be used to arrest rolling of items and to avoid transit damage. • Limit switches and such components shall be encapsulated properly with suitable material like Thermocol. • Suitable arrangement (lugs/hooks) for loading and unloading of the equipment in packed condition at site. 	
28.	<p>Vendors shall strictly adhere to the following.</p> <p>a. After material readiness and inspection completion (by TPI/ BHEL/ End Customer), vendor shall seek dispatch clearance from BHEL.</p> <p>b. After obtaining dispatch clearance from BHEL, vendor shall proceed to generate dispatch documents. After generating dispatch documents (Invoice, LR, E-waybill etc.) vendor shall immediately share these documents to BHEL (scan copy over email) for accounting the materials and securing insurance coverage.</p> <p>c. After accounting, BHEL would be issuing movement clearance to vendor immediately. Only after movement clearance is received from BHEL, actual/physical movement of goods out of vendor’s premises shall commence.</p> <p>d. Non-adherence to the above may lead to GST authorities seizing the vehicle & goods and imposing penalty & interest. Any such</p>	

	<p>implication would be to vendors account only.</p> <p>e. Provision of GST Act highlighted below in connection to this - Pursuant to Sec 31 of CGST Act 2017, a tax invoice has to be raised by the registered person supplying taxable goods before or at the time of removal of goods for supply to the recipient, where the supply involves movement of goods. Where a taxable person supplies any goods without issue of any invoice, the tax authorities has powers to detain the consignment and impose penalties equivalent to 200% of the tax payable as per Section 129 of CGST Act 2017.</p>	
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-T and GeM general terms and conditions only. 	