



MATERIALS MANAGEMENT

4th Floor, 24 Bldg. HPBP, BHEL, Trichy-620014

Tel: 0431 - 257 8109, 7446; E-mail: kevin@bhel.in, mohann@bhel.in; www.bhel.com

NOTICE INVITING e-TENDER

General Instructions

- This e-Tender is floated in two parts **Techno-commercial and price bid.**
- The tender documents shall be deemed to form an integral part of the purchase order.
- Bidders are advised not to wait till the last minutes w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- DISCLAIMER CLAUSE: Neither Bharat Heavy Electricals Ltd nor the service provider for e-tendering is responsible for any failure of submission of bids, due to failure of internet or other connectivity problems or reasons thereof.
- Deviations, if any, may be indicated in the Enquiry Deviation Format.

The following documents have to be uploaded in GeM in the same order as a single PDF (less than 15MB)

- Covering Letter
- Annexure-A (Additional Terms & Conditions)
- Nil Deviation Format
- Technical Catalogues attached in the tender

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.

- Any pre-bid query, kindly contact: Mr. Kevin Ark Kumar, Manager/Materials Management/BOI Tel: 0431-2578109, email: kevin@bhel.in; and get your queries cleared before submitting the offer.

For **Bharat Heavy Electricals Limited**

Kevin Ark Kumar

Manager / Materials Management

Fourth floor, 24 Building

B.H.E.L., Tiruchirappalli – 620 014, Tamil Nadu

Phone: 0431-2578109 / Email: kevin@bhel.in

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:	Spherical Washer & Cup (M/s GE power India Ltd Make)		
Project	Darlipali 800MW-Unit 1 & 2		
<i>To be filled by bidder</i>			
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:		
Offer reference with date	:		
Sl. No.	Terms and conditions	Vendor's confirmation	
1 (a)	Make: M/s GE power India Ltd (OEM). The Spherical Washer & Cup shall be of M/s GE Power India make and the offer of OEM vendor-M/s GE power India Ltd, will only be considered; offers received from other vendors / bidders will not be considered	Confirmed / Not Confirmed	
1(b)	Technical: Supply shall be as per the Technical Catalogues for the tender. Bidder shall comply to the mentioned specification & other referred technical documents. Any clarifications/deviations to the specification requirements are to be clearly indicated in the Deviation format. Hidden deviations indicated or mentioned elsewhere in the offer will not be considered.	Confirmed / Not Confirmed	
1 (c)	Scope of Supply:		
	MATL CODE	DESCRIPTION	UOM QTY
	F1806407409905	FRONT WALL SPHERICAL WASHER & CUP	No. 1.00
	F1806407409906		No. 1.00
	F1807407409903		No. 2.00
	TOTAL	4.00	
1 (d)	Quality Plan: Vendor Quality Plan	Confirmed / Not Confirmed	
1 (e)	Inspection by BHEL/ BHEL approved TPIA/ End customer.	Confirmed / Not Confirmed	
1 (f)	Evaluation of the tender will be as a Package.	Confirmed / Not Confirmed	

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. For MSE suppliers payment shall be within 45 days from CRAC and for Medium Enterprises payment shall be within 60 days from CRAC.	Confirmed / Not Confirmed
2 (b)	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	Confirmed / Not Confirmed
3	Delivery term: The quote shall be on F.O.R Destination basis inclusive of Packing, forwarding, Freight to your account. Transit Insurance is under BHEL scope. Destination: BHEL Stores Trichy	Confirmed / Not Confirmed
4	Performance Bank Guarantee:	Not Applicable
5 (a)	Warranty Period: 18 months from the date of supply or 12 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.	Confirmed / Not Confirmed
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.	Confirmed / Not Confirmed
6 (a)	Kindly Indicate the HSN Code for all items Applicable GST Percentage	HSN: GST%:
6 (b)	In the GeM portal the Rate quoted should be on F.O.R destination basis inclusive of all taxes (GST), Packing, forwarding & Freight etc. Transit Insurance is under BHEL scope.	Confirmed / Not Confirmed
7 (a)	Delivery Period: Three months from PO. Material shall be dispatched after obtaining dispatch clearance from BHEL. Delivery schedule shall be as per this clause.	Confirmed / Not Confirmed
7 (b)	Offer Validity: 120 days minimum from GeM tender opening date (Part-I). Bidder shall accept any validity extension requests upto this period through GeM portal if requested by BHEL. The price arrived after RA(if applicable) shall be valid till 45 days from the completion RA or 120 days from GeM tender opening date (Part-I) whichever is later.	Confirmed / Not Confirmed
7 (c)	Document Submission: In case of PO placement, required documents have to be submitted for approval within 15 days from the date of PO and reply for any further clarification / re-submission of documents has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.	Confirmed / Not Confirmed
8.	Liquidated Damages: LD terms shall be as per GeM General Terms and Conditions. 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.	Confirmed / Not Confirmed
9.	The following documents have to be uploaded in GeM in the same order as a single PDF <ul style="list-style-type: none"> • Covering Letter • Annexure-A (This document) • Nil Deviation Format Note: All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage	Confirmed / Not Confirmed

	shall be replied within two days failing which offer may be rejected as non-responsive.	
10.	<p>Inspection and testing requirements: Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing, Technical spec & approved QP. 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 is required. For Joint Inspection, vendor shall raise inspection call at least 15 working days prior to the proposed date of inspection at vendor works.</p>	Confirmed / Not Confirmed
11.	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.	Not Applicable
12.	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 dealer has to submit necessary documents if there is any change in status under GST.	Confirmed / Not Confirmed
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.	Confirmed / Not Confirmed
14.	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	Confirmed / Not Confirmed
15.	<p>Invoices will be processed only upon completion of statutory requirement and further subject to following:</p> <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. 	Confirmed / Not Confirmed
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).	Confirmed / Not Confirmed

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.	Confirmed / Not Confirmed
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.	Confirmed / Not Confirmed
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.	Confirmed / Not Confirmed
20.	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.	Confirmed / Not Confirmed
21.	Are You MSE vendor, if so please mention the type of enterprise	
22.	MSE Clause (PI refer GeM Terms for detailed MSE Clause) <i>Udyam Registration certificate shall be submitted by MSE vendors for availing the benefits.</i>	Confirmed / Not Confirmed
23.	MII (make In India) Clause (PI refer GeM Terms for detailed MSE Clause) For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non- Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. 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.	Confirmed / Not Confirmed
24.	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.	Confirmed / Not Confirmed
25.	<u>Risk purchase clause:</u>	Confirmed /

	<p>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.</p> <p>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.</p> <p>c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:</p> <ul style="list-style-type: none"> 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. 	Not Confirmed
26.	<p><u>GST on amount recoverable from vendor under Risk Purchase Clause:</u> 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>	Confirmed / Not Confirmed
27.	<p><u>Packing Requirements:</u> As per the document referred in Technical Catalogue or as per vendor standard packing suitable to avoid transit damage & storage at Site.</p>	Confirmed / Not Confirmed
28.	<p>Vendors shall strictly adhere to the following.</p> <ul style="list-style-type: none"> a. After material readiness and inspection completion (by TPI/ BHEL/ End Customer), vendor shall seek dispatch clearance from BHEL. 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. c. After accounting, BHEL would be issuing movement clearance to vendor immediately. Only after movement clearance is received from 	Confirmed / Not Confirmed

	<p>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 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>	
29.	<p><u>Suspension of Business Dealings:</u></p> <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, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.</p> <p>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: http://www.bhel.com/vender_registration/vender.php (Guidelines for suspension of business dealings with suppliers/ contractors).</p>	Confirmed / Not Confirmed
30.	<p><u>Conflict of Interest among Bidders/ Agents</u></p> <p>"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:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) 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</p> <p>e) Bidder participates in more than one bid in this bidding process.</p>	Confirmed / Not Confirmed

	<p>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</p> <p>f) 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:</p> <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; <p style="text-align: center;">or</p> <p>g) 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</p> <p>h) 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."</p>	
31.	<p><u>Cartel Formation:</u> 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.</p>	Confirmed / Not Confirmed
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 & finalisation based on this Annexure-A and GeM general terms and conditions only. 	



**PURCHASE / MM / BOI
ENQUIRY DEVIATION**

ENQUIRY
REFERENCE:

Spherical Washer & Cup / Darlipali Project

DESCRIPTION

Front Wall Spherical Washer & Cup / Darlipali Project

TECHNICAL
DOCUMENT
REFERENCE

MATL CODE	DESCRIPTION	UOM	QTY
F1806407409905	FRONT WALL SPHERICAL WASHER & CUP	No.	1.00
F1806407409906		No.	1.00
F1807407409903		No.	2.00
TOTAL			4.00

DOCUMENT
REFERENCEBHEL ENQ. CALLED
FOR

FIRM'S ALTERNATIVE OFFER

NIL
DEVIATION

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

STATION:

DATE:

SIGNATURE OF COMPANY REPRESENTATIVE

COMPANY
SEAL

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