



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

<u>TITLE</u> Boiler roof covering for Bhilai Project	Phone: +91 431 2578083/ 9553715907 Email: jayakishore@bhel.in sbrajesh@bhel.in
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Reference Enquiry Number: GEM/2023/B/4143422	Enquiry Date: 28-10-2023	Due date for submission of quotation: 07.11.2023
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You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order

CORRIGENDUM - 1

Details of Corrigendum
1) Extension of due date to 17-11-2023 5:00 PM 2) Packing method enclosed to be followed.

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:		Supply of BOILER ROOF COVERING MATL-METAPOLY for NTPC Bhilai
Projects		NTPC Bhilai
BHEL Tender No. & Date		
<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)	<p>Technical:</p> <p>Supply of BOILER ROOF COVERING MATL-METAPOLY shall be as per following Specifications and Architectural Drawing attached with the enquiry.</p> <p>Agency has to submit the Design data Calculations and get the approval from BHEL. Prior to start of profiling, agencies has to submit MQP for Raw materials (plane sheet) & MQP for Profile works. Bidder has to start the fabrication/profiling only on the basis of Approved Design data sheet & MQP.</p> <p>Design calculation shall be submitted by successful bidder.</p> <p>Any clarifications/deviations to the specification requirements are to be clearly indicated in the no deviation format. Hidden deviations indicated elsewhere in the offer will not be evaluated.</p> <p><u>Colour Coat:</u></p> <p>External/exposed surface of the cladding sheet shall be as per the colour shades mentioned in the architectural drawings of respective structures. Internal/ back side surface of the sheets shall be of standard grey colour.</p>	

1 (b)	<p>Pre-qualification requirement: Offer shall be considered only if bidder is meeting Tender Prequalification requirement. Vendor to comply with Pre-Qualification requirement of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer will get rejected.</p> <p>Financial Soundness: Audited (wherever applicable as per Govt. guidelines) Profit & Loss Statement and Balance Sheet of Last 3 Financial Years.</p>	
1(c)	<p>Quality Plan: Manufacturing Quality plan shall be submitted by vendor in line with the Standard Quality Plan Enclosed after PO placement for approval by BHEL/End customer.</p>	
1 (d)	Inspection by BHEL/ BHEL approved TPIA/ End customer.	
1 (e)	Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability.	
1 (f)	Evaluation of the tender will be on TOTAL PACKAGE wise.	
2 (a)	<p>Payment Terms:</p> <ul style="list-style-type: none"> • For Non MSME suppliers, Payment term is 100% direct EFT payment on 90th day from the date of Vehicle/Gate entry (Against submission of GST invoice, Packing List, GeM invoice, LR copy and acceptance of material by BHEL). • For MSE suppliers, Payment term is 100% direct EFT payment on 45th day from the date of Vehicle/Gate entry (Against submission of GST invoice, Packing List, GeM invoice, LR copy and acceptance of material by BHEL). • For Medium Suppliers, Payment term is 100% direct EFT payment on 60th day from the date of Vehicle/Gate entry (Against submission of GST invoice, Packing List, GeM invoice, LR copy and acceptance of material by BHEL). <p>Any deviation to the above payment term may lead to rejection of offer.</p>	
2 (b)	<p>Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
3	<p>Delivery term: The quote for all items shall be on FOR Bhilai, Chhattisgarh destination basis inclusive of Packing, forwarding, Freight also to yours account. Transit Insurance is under BHEL scope.</p>	
4	<p>Performance Bank Guarantee: Not Applicable.</p>	
5 (a)	<p>Warranty Period: Material shall be guaranteed against any defect for a period of 12 months from the date of receipt of Material at site. In case of notification of defect, supplier shall replace the defective material free of cost (inclusive of freight, material cost, taxes etc.) up to</p>	

	destination within a period of 30 days from the date of intimation by BHEL to 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.	
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 as below 120 Days from Manufacturing Clearance (including Manufacturing, Inspection, Packing, Forwarding and delivery at project site/stores). Material shall be dispatched only after obtaining dispatch clearance from BHEL. Vendors shall strictly adhere to the following. 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 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 BHEL, actual/physical movement of goods out of vendor's premises shall commence. 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. 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.” Supplier shall raise the request for collection of Free Issue Material	

	(if applicable) within 2 weeks from the date of PO.	
7 (b)	<p>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.</p>	
7 (c)	<p>Document Submission: Bidder has to start the fabrication/profiling only on the basis of Approved Design data sheet & MQP. 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: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.(SAP code :PU) Any deviation to the above clause may lead to rejection of offer. Date of reckoning LD shall be as below:</p> <ul style="list-style-type: none"> • For Direct to Project Site despatch:- Site Acknowledgement date. • For BHEL Trichy stores Despatch:- Vehicle/Gate Entry date. 	
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 in PQR along with supporting documents. 06. Audited (wherever applicable as per Govt. guidelines) Profit & Loss Statement and Balance Sheet of Last 3 Financial Years. 07. GA Drawings 08. Catalogue's 09. No deviation certificate 10. Self-Certification as per Make In India clause (Format attached) 11. MSE/Udyam Certificates (if applicable) <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: BHEL reserves the right to inspect the material during</p>	

	<p>manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the vendor.</p> <p>BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace the materials at his own cost.</p> <p>No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site.</p> <p>Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing, Technical spec & QP. All test certificates are to be submitted in complete set. Inspection notice period:</p> <p>For TPI inspector visit to vendor works, a minimum of 3 working days' notice period is required.</p>	
11.	<p>Test certificate: Mill Test Certificate for sheet and Supplier's Quality inspection report on Galvanisation and/or Paint should be as per specification (normally 2 copies) and extra if demanded by BHEL without any extra cost.</p> <p>Documents required with materials for unloading at destination:</p> <ol style="list-style-type: none"> Duplicate for transporter copy of Invoice LR copy Packing Slips Gate pass Mill Test Certificate Supplier's Quality inspection report on Galvanization and/or Paint <p>Additionally one full set photocopy of all the above documents is also required along with supply.</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 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.</p>	
13.	<p>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>	

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> For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non- Local supplier and	

	<p>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.</p> <p>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.</p>	
24.	<p><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.</p>	
25.	<p><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: <ul style="list-style-type: none"> • from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract. • from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. GST is applicable on amount recoverable from vendors under risk purchase clause as per Govt. Circular No. 178/10/2022-GST dt. 03.08.2022.</p>	
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</p>	

	<p>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> <p>Packing shall be as per attached packing method document.</p>	
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 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>Set off :</u> 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.</p>	
30.	<p><u>Cartel Formation:</u></p> <p>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</p>	

	<p>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>	
31.	<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> <ol style="list-style-type: none"> a. they have controlling partner (s) in common; or b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c. they have the same legal representative/agent for purposes of this bid; or 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 e. 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 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: <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> 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 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. 	
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. 	

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| | <ol style="list-style-type: none"><li data-bbox="193 114 1378 232">4. 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.<li data-bbox="193 232 1378 349">5. Any other Techno – Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure-A and GeM general terms and conditions only. |
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PACKING METHOD

PACKING DETAILS FOR PRE COATED GALVANIZED ROOF SHEET, PRECOATED GALVALUME ROOF SHEET, RIDGE PIECE, CORNER BARGE BOARD AND PLAIN SHEETS

Packing material for Pre Coated Products:

SI No	Packing Materials(Layers)	Nos
1	LDPE	1
2	HDPE	1
3	Metal Box	1
4	Wooden pallet/Wooden Skid at bottom	Top metal box over bottom box as shown in figure-1
5	High tensile packing straps & tags	Along length 2, Along width every 1 m length + 2 tags.

SHEET PACKING:

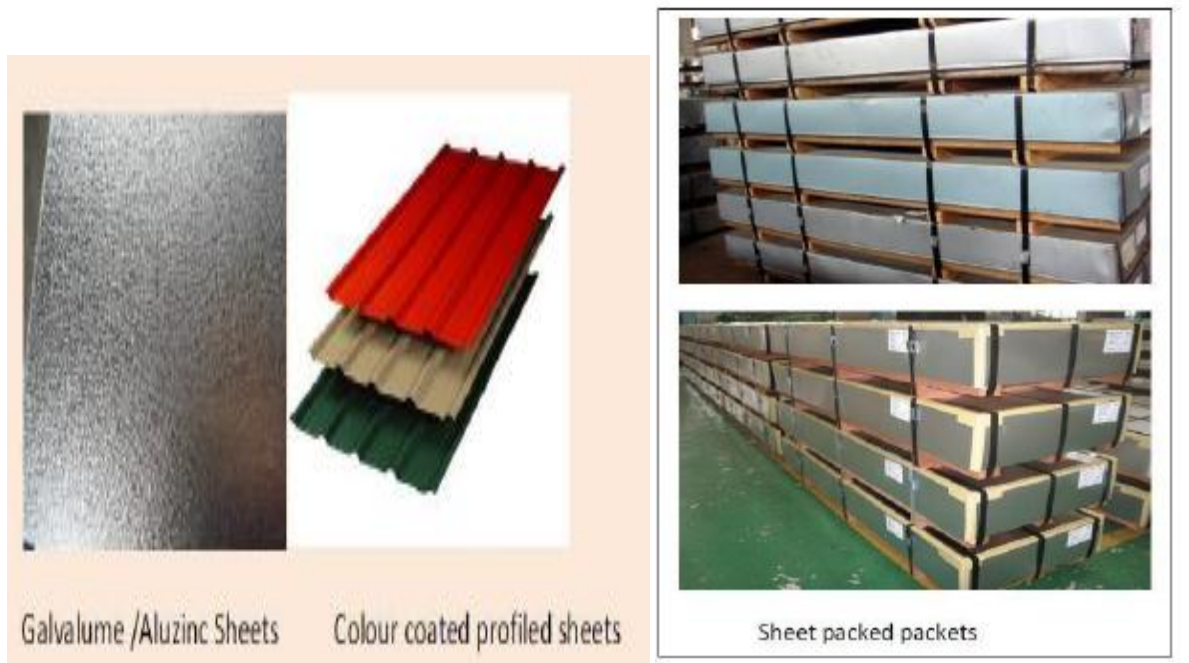


Figure-1