

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687705887341

अनुबंध तिथि | Generated Date : 04-Jul-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4926079](#)

अनुसूची नाम | Schedule Name: Schedule 4

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details				
प्ररूप Type :	Central PSU	पद Designation :	Dy Manager			
मंत्रालय Ministry :	Ministry of Heavy Industries and Public Enterprises	संपर्क नंबर Contact No. :	0431-2571378-			
विभाग Department :	Department of Heavy Industry	ईमेल आईडी Email ID :	buycon129.bhelb.tn@gembuyer.in			
संगठन का नाम Organisation Name :	Bharat Heavy Electricals Limited (BHEL)	जीएसटीआईएन GSTIN :	33AAACB4146P2ZL			
कार्यालय क्षेत्र Office Zone:	10410005-PC Chennai	पता Address :	80, G.N. ROAD, T.NAGAR, CHENNAI-17., CHENNAI, TAMIL NADU-600017, India			
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details				
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO			
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:	ED / Trichy	भुगतान का तरीका Payment Mode:	BHEL			
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	GM / Finance	पद Designation :	Finance2			
		ईमेल आईडी Email ID :	pao102.bhelb.tn@gembuyer.in			
		जीएसटीआईएन GSTIN :	-			
		पता Address:	80, G.N. ROAD, T.NAGAR, CHENNAI-17., Chennai, TAMIL NADU-600017, India			
			Payments shall be made to the seller within 90 days of issue of 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)			
विक्रेता विवरण Seller Details						
जेम विक्रेता आईडी GeM Seller ID :	C22C200001264962					
कंपनी का नाम Company Name :	PRESIDENCY RUBBER MILLS PVT.LTD.					
संपर्क नंबर Contact No. :	03322259793					
ईमेल आईडी Email ID :	prmrubber@gmail.com					
पता Address :	P-36,INDIA EXCHANGE PLACE,RADHA BAZAR STREET, Kolkata, WEST BENGAL-700001, -					
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-WB-10-0022403					
एमएसई सामाजिक श्रेणी MSE Social Category :	General					
एमएसई लिंग श्रेणी MSE Gender :	Male					
जीएसटीआईएन GSTIN:	19AABCP7238F1ZB (R)					
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Buyer						
वितरण निर्देश Delivery Instructions : NA						
उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : RUBBER LINED PIPES ब्रांड Brand : OEM ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : RUBBER LINED PIPES (Q3) मॉडल Model: PRM एचएसएन कोड HSN Code: HSN not specified by seller	1	set	80,900,000	NA	80,900,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						80,900,000
परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start	वितरण पूरा कब तक करना है Delivery To Be Completed

					After	By
1	पद Designation :- ईमेल आईडी Email ID : buycon129.bhelb.tn@gembuyer.in संपर्क Contact : 0431-2571378- जीएसटीआईएन GSTIN : 33AAACB4146P2ZL पता Address : 80, G.N. ROAD, T.NAGAR, CHENNAI-17., CHENNAI, TAMIL NADU-600017, India	RUBBER LINED PIPES	-	1	04-Jul-2024	01-Nov-2024
Product Specification for RUBBER LINED PIPES						
विनिर्देश Specification		उप-विनिर्देश Sub-Spec			मूल्य Value	
Custom Specification		Custom Specification			Yes	
विक्रेता विशिष्टता दस्तावेज़ Seller Specification Document:						
1. SpecificationDocument1		mkp.gem.gov.in/catalog_data/catalog_support_document/54/77/078/CatalogAttrs/SpecificationDocument/2024/5/24/2024_05_24_23_41_41_gem_tender_documents_pvunl_patr_2024-05-24-23-41-45_9777b7d9ccb4 c5c3d575ea96871de67c.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1164493/54/78/703/CatalogAttrs/SpecificationDocument/2024/5/8/gem_tender_documents_pvunl_patratu_fgd_2024-05-08-16-08-14_b6 9ebe81564738f88cf4e6c72a13e2bf.pdf				
शुद्धिपत्र Corrigendum						
1. तक बढ़ाया गया Extended Upto : 2024-05-27 14:00:00						
खरीदार द्वारा जोड़ी गई बोली का विशिष्ट अतिरिक्त कार्य Buyer added Bid Specific Additional Scope of Work						
क्र.सं S.No	दस्तावेज़ का शीर्षक Document Title	विवरण Description	लागू आईआरओ सामान Applicable i.r.o. Items			
1	Fabrication_Drawings-NTPL Tuticorin FGD_Part 1 View	Fabrication_Drawings-NTPL Tuticorin FGD_Part 1	Schedule No 1- Rubber Lined Pipes & Fittings (NTPL Tuticorin FGD)(1)			
2	Fabrication_Drawings-NTPL Tuticorin FGD_Part 2 View	Fabrication_Drawings-NTPL Tuticorin FGD_Part 2	Schedule No 1- Rubber Lined Pipes & Fittings (NTPL Tuticorin FGD)(1)			
3	Fabrication_Drawings-NTPL Tuticorin FGD_Part 3 View	Fabrication_Drawings-NTPL Tuticorin FGD_Part 3	Schedule No 1- Rubber Lined Pipes & Fittings (NTPL Tuticorin FGD)(1)			
4	Fabrication_Drawings-NTPL Tuticorin FGD_Part 4 View	Fabrication_Drawings-NTPL Tuticorin FGD_Part 4	Schedule No 1- Rubber Lined Pipes & Fittings (NTPL Tuticorin FGD)(1)			
5	Fabrication_Drawings-NTPL Tuticorin FGD_Part 5 View	Fabrication_Drawings-NTPL Tuticorin FGD_Part 5	Schedule No 1- Rubber Lined Pipes & Fittings (NTPL Tuticorin FGD)(1)			
6	Fabrication_Drawings-NTPL Tuticorin FGD_Part 6 View	Fabrication_Drawings-NTPL Tuticorin FGD_Part 6	Schedule No 1- Rubber Lined Pipes & Fittings (NTPL Tuticorin FGD)(1)			
7	Fabrication_Drawings-NTPL Tuticorin FGD_Part 7 View	Fabrication_Drawings-NTPL Tuticorin FGD_Part 7	Schedule No 1- Rubber Lined Pipes & Fittings (NTPL Tuticorin FGD)(1)			
8	Fabrication_Drawings-NTPL Tuticorin FGD_Part 8 View	Fabrication_Drawings-NTPL Tuticorin FGD_Part 8	Schedule No 1- Rubber Lined Pipes & Fittings (NTPL Tuticorin FGD)(1)			
9	Fabrication_Drawings-PVUNL Patratu FGD_Part 1 View	Fabrication_Drawings-PVUNL Patratu FGD_Part 1	Schedule No 2- Rubber Lined Pipes & Fittings (PVUNL Patratu FGD (Package No 1))(1)	Schedule No 3- Rubber Lined Pipes & Fittings (PVUNL Patratu FGD (Package No 2))(1)	Schedule No 4- Rubber Lined Pipes & Fittings (PVUNL Patratu FGD (Package No 3))(1)	
	Fabrication_Drawings-					

10	PVUNL Patratu FGD_Part 2 View	Fabrication_Drawings- PVUNL Patratu FGD_Part 2	Schedule No 2- Rubber Lined Pipes & Fittings (PVUNL Patratu FGD (Package No 1))(1)	Schedule No 3- Rubber Lined Pipes & Fittings (PVUNL Patratu FGD (Package No 2))(1)	Schedule No 4- Rubber Lined Pipes & Fittings (PVUNL Patratu FGD (Package No 3))(1)
11	Fabrication_Drawings- PVUNL Patratu FGD_Part 3 View	Fabrication_Drawings- PVUNL Patratu FGD_Part 3	Schedule No 2- Rubber Lined Pipes & Fittings (PVUNL Patratu FGD (Package No 1))(1)	Schedule No 3- Rubber Lined Pipes & Fittings (PVUNL Patratu FGD (Package No 2))(1)	Schedule No 4- Rubber Lined Pipes & Fittings (PVUNL Patratu FGD (Package No 3))(1)
12	Fabrication_Drawings- PVUNL Patratu FGD_Part 4 View	Fabrication_Drawings- PVUNL Patratu FGD_Part 4	Schedule No 2- Rubber Lined Pipes & Fittings (PVUNL Patratu FGD (Package No 1))(1)	Schedule No 3- Rubber Lined Pipes & Fittings (PVUNL Patratu FGD (Package No 2))(1)	Schedule No 4- Rubber Lined Pipes & Fittings (PVUNL Patratu FGD (Package No 3))(1)
13	Fabrication_Drawings- TSGENCO Kothagudem FGD_Part 1 View	Fabrication_Drawings- TSGENCO Kothagudem FGD_Part 1	Schedule No 5- Rubber Lined Pipes & Fittings (TSGENCO Kothagudem FGD)(1)		
14	Fabrication_Drawings- TSGENCO Kothagudem FGD_Part 2 View	Fabrication_Drawings- TSGENCO Kothagudem FGD_Part 2	Schedule No 5- Rubber Lined Pipes & Fittings (TSGENCO Kothagudem FGD)(1)		

ईपीबीजी विवरण ePBG Detail	
सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

<div> नियम और शर्तें Terms and Conditions </div> <div> <div>1. General Terms and Conditions-</div> <div> 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace. 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable </div> </div> <div> <div>2. Buyer Added Bid Specific Terms and Conditions-</div> <div> <div>2.1 Generic.</div> <div> Bidder shall submit the following documents along with their bid for Vendor Code Creation: <div> a. Copy of PAN Card. b. Copy of GSTIN. c. Copy of Cancelled Cheque. d. Copy of EFT Mandate duly certified by Bank. </div> </div> </div> <div> <div>2.2 Generic.</div> <div> Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid. </div> </div> <div> <div>2.3 Generic</div> <div> OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly. </div> </div> <div> <div>2.4 Generic.</div> <div> Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %. </div> </div> <div> <div>2.5 Certificates:</div> <div> Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any. </div> </div> <div> <div>2.6 Certificates:</div> <div> The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document. </div> </div> <div> <div>2.7 Scope of Supply:</div> <div> Scope of supply (Bid price to include all cost components) : Only supply of Goods </div> </div> <div> <div>2.8 Generic.</div> <div> <div> 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer. 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer. 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under. </div> </div> </div> <div> <div>2.9 Generic.</div> <div> Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof </div> </div> </div>

by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.10 Generic

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](#)

2.11 Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

By Customer (if applicable) and BHEL / BHEL authorized TPI as per approved project Quality Plan..

Post Receipt Inspection at consignee site before acceptance of stores:
By BHEL.

2.12 Warranty

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.13 Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.14 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Price shall be quoted on 'Schedule' basis all inclusive of raw materials, manufacturing, rubber lining, external painting, internal inspection charges, Packing & Forwarding, Freight and applicable taxes and duties to project site. Transit insurance shall be in BHEL's scope. All items of the Schedule as per "Enquiry Schedule List" shall be quoted for. Post finalization of the rates, prospective L1 bidder will be required to submit item wise price break up for placement of Purchase Order. Quoted prices shall be on "Firm" basis only.
2. Payment Term: 100% Payment within 90 days from site acknowledgement. For Micro and Small Enterprises Payment within 45 days from site acknowledgement. For Medium Enterprises Payment within 60 days from site acknowledgement. Other payment term if any being indicated in the GeM Bidding document shall be ignored.
3. Suspension of Business Dealing: 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.
4. For the purpose of Liquidated Damages (LD) calculation, site acknowledgement date only will be considered.
5. Breach of contract, Remedies and Termination:
In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount as the case may be will be recovered in all or any of the following manners:
 - a. From dues available in the form of Bills payable to defaulted supplier against the same contract.
 - b. From the dues payable to defaulted supplier against other contracts in the same Region / Unit / any other region / unit.
 - c. In case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.
 - d. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.
6. Set-Off Clause: BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.
7. Fraud Prevention Policy: The bidder along with its associate / collaborators / sub-contractors / 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 fraud or suspected fraud as soon as it comes to their notice.
8. 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.
9. Conflict of Interest: 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:
 - 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 authorize only one agent / dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal; or

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.

10. Resolution of Disputes: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract / tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL / Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is / are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Enquiry Conditions. The Annexure X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. This contract shall be governed, construed and interpreted in accordance with the laws of India. Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Trichy, Tamil Nadu, India. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and / or reference for the arbitration, the vendor / contract or shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

11. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to suppliers account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

12. Schedule No 1 shall be dispatched to NTPL Tuticorin FGD project at Tamil Nadu. Schedule Nos 2 to 4 shall be dispatched to PVUNL Patratu FGD project at Jharkhand. Schedule No 5 shall be dispatched to TSGENCO Kothagudem FGD project at Telangana. Refer Enquiry Schedule List for detailed consignee details.

13. Post placement of PO for Schedule Nos 1 & 5, Manufacturing Quality Plan (inline with applicable Fabrication & Rubber Lining QP's) shall be submitted for approval within 7 days.

14. GST Compliance in respect of ensuring Input Tax Credit (ITC):

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.

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.

c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature) / SAC code (Services Accounting Code).

d) Invoices will be processed only upon completion of statutory requirement and further subject to following:

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

15. Submission of Original Consignee Copy of LR to BHEL Trichy: Original consignee copy of the LR shall be submitted directly to BHEL Trichy immediately upon dispatch of materials to site. Original consignee copy of the LR shall not be forwarded along with the consignment as the same is required by BHEL Trichy for billing to our customer. Supplier shall ensure that original consignee copy of the LR is submitted to BHEL Trichy within 10 days from the dispatch of materials to site.

16. Submission of documents for payment: Post placement of PO and supply of materials, following documents shall be submitted for payment processing-

- a. Original GST Invoice in duplicate
- b. Delivery Challan / Packing list
- c. Original site acknowledged LR copy & E-Way bill
- d. Original Inspection Report (IR) and original quality documents (as per approved QP / PO)
- e. Guarantee certificate

In addition to the above documents, copy of GeM Invoice and GeM CRAC (Consignee Receipt & Acceptance Certificate) shall be submitted by supplier along with the final invoice being submitted to BHEL for processing. Supplier shall raise GeM Invoice only after all the supplies against the Purchase Order is completed. GeM Invoice shall not be raised by supplier prior to completion of all the supplies against the Purchase Order.

17. Customer clearance & MDCC: All finished materials are to be dispatched only after explicit dispatch clearance from BHEL. Dispatch clearance will be issued by BHEL only after receipt of customer clearance and MDCC. Supplier shall submit signed inspection documents as per approved Quality Plan for obtaining customer clearance and MDCC. Supplier has to keep the materials safe until dispatch clearance is issued by BHEL. BHEL will require minimum 7 days' time for obtaining customer clearance and MDCC. Supplier shall ensure completion of timely inspection and submit relevant documents to BHEL for obtaining customer clearance and MDCC.

18. Performance Security: To ensure due performance of the contract, Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as Performance Security shall be submitted by successful bidder on whom contract is awarded. Successful bidder awarded the contract will be required to submit a Performance Security for 5% of the PO value (excl taxes & duties) within 14 days from GeM Contract Date. Performance Security shall be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations as indicated in the GeM Bidding document. Requirement of Performance Security is a mandatory tender condition and bids deviating from the same will be rejected. Performance security may be furnished in the following forms-

- (i) Local cheque of Scheduled Banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL.
- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be as per BHEL's standard format provided along with the Enquiry.
- (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FD R should be in the name of the Contractor, a/c BHEL).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the

e name of Contractor furnishing the security and duly endorsed / hypothecated / pledged, as applicable, in favour of BHEL).

(v) Insurance Surety Bond.

BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. Performance Security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. Performance Security will be refunded to the contractor without interest, after supplier duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract (24 months from the date of last dispatch against the Purchase Order(s) being placed). Performance Security shall not carry any interest.

19. Requirement of customer approval: For Schedule Nos 1 to 5, customer approval is not envisaged. Bids of PQR qualified and Techno-Commercially accepted bidders will be considered for Part II evaluation.

20. For Schedule No 1, delivery period shall be 90 days from GeM Contract date. For Schedule Nos 2 to 5, delivery period shall be 120 days from GeM Contract date. Bids deviating from the delivery period indicated will be rejected.

21. Integrity Pact: Integrity Pact (IP) attached is an integral part of commercial terms and conditions of this Enquiry. IP shall be signed and submitted along with the Part I bid as a token of acceptance of the conditions of the pact. IP is applicable as per Govt. guidelines & all bidders shall submit duly signed and stamped IP to qualify for further processing of the bid.

IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI No	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with Techno-Commercial bid (Part-I, in case of two / three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing department's officials whose contact details are provided below-

Name	Mr. Anil Sree	Mr. R Meganathan
Dept.	Dy. Manager / MM / RM	Manager / P&B, SDC, MM - ATP & Pipi ng Systems
Address	4 th Floor, 24 Building, HP BP BHEL Trichy 620014.	4 th Floor, 24 Building, HPBP BHEL Trichy 620014.
Phone	0431-257-1378	0431-257-5458
Email	anilsree@bhel.in	rmega@bhel.in

Bids of the bidders who are under suspension / banned and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. List of banned firms is available at <https://www.bhel.com/supplier-registration>.

While submission of IP, following requirements shall be adhered to-

- Authorized signatory of the bidder should sign along with seal on all the pages of the IP.
- Bidder should mention their full name with address on first page of the IP.
- Authorized signatory of the bidder should sign along with seal on the last page of the IP.
- Witness shall sign with name and address on the last page of the IP.

2.15 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.