

ANNEXURE-TC 3A
TO ENQUIRY No. E4523080
SPECIAL COMMERCIAL TERMS AND CONDITIONS FOR
INDIGENOUS ITEMS/INDIAN VENDORS

Important: This format is to be submitted in original, along with Part-I of bid, duly signed by the bidder, as proof of acceptance.

Any Deviation from the T&C mentioned below is NOT acceptable. Offers received without this acceptance, will be treated as non-responsive, and shall be liable for rejection.

S. No.	Terms & Conditions	Vendor's Remarks (Yes/No)
1.	Quotations are invited for entering in to framework agreement (rate contract) for procurement of items mentioned in enquiry sheet for next two years' requirement.	
2.	Framework Agreement (FA) shall be valid for ordering up to 2 years from the date of finalization of FA.	
3.	Quantity of items (for finalization of FA) mentioned in price bid format of this enquiry is tentative. Separate purchase orders shall be placed as per BHEL requirement with in validity period of FA.	
4.	Test certificate to be submitted along with supply.	
5.	The offered material should be exactly in accordance with technical specification of the enquiry. Any deviation shall be clearly brought out.	
6.	Prices shall be quoted on FOR Destination basis up to BHEL Bhopal (inclusive of Packing, Forwarding, Freight charges, Insurance charges or any other charges)	
7.	Material is to be supplied from vendor's works to CRX store, BHEL Bhopal.	
8.	Price Variation Clause (as per Annexure enclosed with tender documents) shall be applicable for the tender. Detailed terms and conditions are mentioned in the Annexure. Vendors to quote accordingly in the tender.	
9.	Supply Payment: 100% Payment along with full taxes & duties, within 90 days of receipt (45 days for MSE / NSIC registered suppliers and 60 days for medium category supplier as per relevant act in force) and acceptance of material at BHEL Bhopal against SRV. No "Advance Payment" term will be accepted.	
10.	Please confirm whether vendor is MSME vendor or not. If yes, MSME vendors shall upload valid MSME certificate/ NSIC certificate/ CA certificate/ Udyam Certificate for payment in 45 days as per MSME act else payment shall be done in 90 days as per BHEL's standard payment terms.	
11.	The offer should remain valid upto 120 days from the tender opening date.	
12.	Delivery date shall be quoted earliest possible from the date of PO. Bidder shall commit delivery period in number of weeks from PO date. Note: BHEL desires to have delivery period of 45 days from date of PO (for first lot of material in PO).	
13.	Monthly capacity (in numbers) for supply of items may please be furnished. Note: BHEL desires the vendors to have monthly capacity of 10% quantity of tendered quantity in enquiry.	
14.	Penalty for delay in supply: Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102A). Delivery shall be guaranteed by acceptance of penalty.	
15.	The material shall be warranted for minimum 12 months from the date of successful commissioning or 18 months from the date of supply, whichever is earlier.	
16.	Any warranty replacement during warranty period shall be provided on FOR BHEL Bhopal basis only. Any duty payment, if any, for such cases shall be to the account of vendor only.	
17.	In case GST credit is delayed/denied to BHEL due to non/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 shall be recoverable from vendor along with interest levied on BHEL (if any).	

18.	In case vendor delays declaring any invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied on BHEL (if any).	
19.	Reverse auction shall be conducted in this enquiry.	
20.	Evaluation of enquiry shall be done on overall total L1 basis.	
21.	BHEL and/or BHEL authorized Third Party Inspection Agency and/or BHEL's end customer can/may carry out the inspection of material at vendor's works. Inspection terms shall be mentioned in individual PO issued against FA. Vendor shall provide all assistance during inspection (if any). However, final acceptance of the material shall be based on the inspection carried out at BHEL's works. In case of non-acceptance by BHEL, material shall be replaced/resupplied to BHEL Bhopal without any financial implication to BHEL.	
22.	<u>Applicability of Public Procurement (Preference to Make in India) guidelines:</u> a) Procedure for preference to make in India shall be applicable in the tender as per Government circular no. P-45021/2/2017-BE-dated 15.06.17 and subsequent amendment issued thereon. b) Vendor (Class- I local supplier/ Class – II local supplier) shall furnish the certificate regarding percentage of local content and place of value addition from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies)	
23.	<u>Distribution of quantity amongst vendors:</u> a) RC shall be finalized with two vendors in 65:35 ratios if 3 or more techno-commercially suitable offers are received. b) L1 equivalent rate will be counter offered to L2 vendor till H1 bidder, one by one and in order from lowest to highest bidder, for 35% quantity. RC for this quantity shall be finalized on the vendor on acceptance of this counter offer. c) If none of L2 till H1 vendor accepts L1 equivalent rate, then 100% quantity shall be finalized on L1 vendor. d) No distribution shall be done amongst vendors if less than 3 techno-commercially suitable offer are received. However, in exceptional cases distribution amongst vendors may be done with approval of competent authority.	
24	<u>Integrity Pact:</u> a) As per Government of India's guidelines, this contract will be covered under Integrity Pact. Format of Integrity Pact is enclosed with this enquiry. Integrity Pact document, as per this format, is to be prepared and signed by vendors (on each page) and is to be submitted along with Techno-commercial bid (Part-I) duly signed and sealed. b) Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened. c) Independent External Monitor (IEM): For monitoring of Enquiry procedure, under Integrity Pact, Independent External Monitors (IEMs) are appointed by BHEL. IEM appointed for this contract, are: i) Shri Otem Dai, IAS (Retired), iem1@bhel.in , ii) Shri Bishwamitra Pandey, IRAS (Retired), iem2@bhel.in , iii) Shri Mukesh Mittal, IRS (Retired), iem3@bhel.in	
25.	The above terms and conditions shall be read in conjunction with BHEL's Standard Terms and Conditions of Enquiry Form No. BP200102A enclosed with enquiry. Wherever difference in terms & Conditions is there, the terms & conditions mentioned above will prevail.	
26.	Terms & conditions accepted in this form will prevail over terms and conditions mentioned by supplier anywhere in the offer.	

Signature of vendor with date & seal

Information to be furnished by Vendor

BHEL Enquiry No.	
Item Description	
Quotation No. and Quotation Date	

S. No.	DESCRIPTION	Vendor's Response
1	Vendor's Name	
2	Contact Person	
3	E mail ID	
4	Mobile No.	
5	With reference to Government of India guidelines of preference to Make in India, please inform % of local content (Indian) in this item. (Minimum local content should be 50% to avail PPPMII benefit). Please upload certificate for Make In India compliance.	
6	Please furnish the name of location in India where the value addition has been done	
7	Offer is being submitted against this enquiry as (Manufacturer/ Agent/ Trader)	
8	If offer is being submitted as Agent/ Trader, please fill the name of OEM.	
9	If offer is being submitted as Agent/ Trader, please enclose the valid authorization letter for the enquiry.	