

**ANNEXURE-TC 3A**  
**TO ENQUIRY No. E4533086**  
**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 18 Months requirement.	
2.	Framework Agreement (FA) shall be valid for ordering up to 18 Months 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.	<b>Supply Payment:</b> 100% Payment along with full taxes & duties, within 90 days of receipt (45 days for MSE / NSIC registered suppliers 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 and date of inputs (as per clause 7 of Annexure C or D) furnished by BHEL. Bidder shall commit delivery period in number of weeks from PO date. Note: BHEL desires to have delivery period of 8 weeks from date of PO and date of inputs furnished by BHEL (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 100 Nos. of each item.	
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. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}.	
20.	Evaluation of enquiry shall be done on individual item L1 basis.	
21.	<b><u>Applicability of Public Procurement (Preference to Make in India) guidelines:</u></b> 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)	
22.	<b><u>Distribution of quantity amongst vendors:</u></b> a) FA 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. FA 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.	
23.	<b><u>Integrity Pact:</u></b> 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), <a href="mailto:iem1@bhel.in">iem1@bhel.in</a> , ii) Shri Bishwamitra Pandey, IRAS (Retired), <a href="mailto:iem2@bhel.in">iem2@bhel.in</a> , iii) Shri Mukesh Mittal, IRS (Retired), <a href="mailto:iem3@bhel.in">iem3@bhel.in</a>	
24.	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.	
25.	Terms & conditions accepted in this form will prevail over terms and conditions mentioned by supplier anywhere in the offer.	
<p style="text-align: center;">-----</p> <p style="text-align: center;">Signature of vendor with date &amp; seal</p>		

## 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.	