

ANNEXURE-TC 3A
TO ENQUIRY No. E4563022
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 into Framework Agreement (Rate Contract) for procurement of items mentioned in enquiry sheet for next 12 months' requirement.	
2.	Framework Agreement (FA) shall be valid for ordering up to 12 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's exact requirement within 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.	Firm prices shall be applicable for the tender. 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 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. Bidder shall commit delivery period in number of weeks from PO date. Partial supply of house/component is also acceptable. Note: BHEL desires to have delivery period of 90-120 days from date of PO (for first lot of material in PO).	
13.	Monthly capacity (in Metric Tonnes) for supply of items may please be furnished. Note: BHEL desires the vendors to have monthly capacity go up to 300 Nos per month irrespective of distribution of quantity amongst vendors.	
14.	Penalty for delay in supply: Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102C). 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 or more qualified bidders, the H1 bidder shall be eliminated. 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 L1 basis.	
21.	<u>Applicability of Public Procurement (Preference to Make in India) guidelines:</u> a) 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 19.07.2024 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 b) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. c) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate 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 respect of suppliers other than companies) giving the percentage of local content. Please furnish certificate from competent authority (statutory auditor of the company / cost auditor of the company / practicing cost accountant / practicing chartered accountant, whichever is applicable) as per Annexure-2 of attached BP200102C (refer page 25-26). d) The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor / supplier shall be required to give local content certification duly certified by cost / chartered accountant in practice. For cases where it is not possible to provide certification by Cost / Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost / Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor / supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II / Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.	
22.	<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.	

23.	<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) Dr. Sarat Kumar Acharya, Ex CMD (NLC), iem1@bhel.in, ii) Shri R. Mukundan, IRPS (Retired), iem2@bhel.in iii) Shri Madan Lal Meena, IAS (Retired), iem3@bhel.in	
24.	The above terms and conditions shall be read in conjunction with BHEL's Standard Terms and Conditions of Enquiry Form No. BP200102C enclosed with enquiry. Wherever conflict 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.	
----- 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.	
10	Please confirm the applicable GST% on the quoted item/s.	