

ANNEXURE-TC III (A)
TO ENQUIRY No.E7463005
SPECIAL COMMERCIAL TERMS AND CONDITIONS
FOR 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 is NOT acceptable. Offers received without this acceptance, will be treated as non-responsive, and shall be liable for rejection.

Sl.No.	Terms & Conditions	Vendor's Remarks (Yes/ No)
1.	Sealed Quotations are invited for procurement of Press Board Item #01 to Item #05 as per NIT/ Enquiry	
2	Reverse auction (RA) is not proposed for this tender enquiry	
3.	<p>Sealed tender in TWO part bid system should be submitted in our tender room addressed to Sr. Manager (MM-Coordination), BHEL, 2nd Floor, Administrative Building, P.O. Piplani, Bhopal-462 022, India, so as to reach on or before 11.00 AM IST on Due date super-scribing our enquiry No. & Due date, on the envelope. Tenders shall be opened on the same day at 02.00 PM.IST. No late tender shall be entertained. Offers to be submitted in two separate envelopes containing techno-commercial offer in one envelope and price bid in a separate envelope, both envelopes then to be sent in a single packet.</p> <p>Tender can also be submitted through mail directly at mmtender.bpl@bhel.in in TWO part BID system. (max size of documents to be attached is limited to 20 MB)</p>	
4.	<p>The offered material should be exactly in accordance with technical Specification enclosed with enquiry & NIT</p> <p>ITEM NO.1: Corona Protector dia.60 for 16 units to drg.46011000257 Rev00. Var.00 PVC FACTOR IS (1:9.36) QTY: 150 Nos.</p> <p>ITEM NO.2: Bus Tube dia.60 to drg.46011000214 R02.PVC FACTOR IS (1:5.47) QTY: 80 Nos.</p> <p>ITEM NO.3: Corona Protector dia.114.3 for 16 units. to drg.46011000248 Rev01 PVC FACTOR IS (1:62) QTY: 80 Nos.</p> <p>ITEM NO.4: Tube Closing Cap. to drg.46011000194 Rev00 PVC FACTOR IS (1:0.55) QTY: 150 Nos.</p> <p>ITEM NO.5: Bus Support to drg.36011000098 R03 PVC FACTOR IS (1:2) QTY: 150 Nos.</p> <p>Any deviation shall be clearly brought-out.</p>	
5	<p style="text-align: center;">PRICE: PVC RATE APPLICABLE AS PER PVC Annexure-A</p> <p style="text-align: center;"><u>PVC Annexure-A</u></p> <p>PVC RATIO-1: Weight (kg)</p> <p>ITEM NO.1: Corona Protector dia.60 for 16 units to drg.46011000257 Rev00. Var.00 PVC FACTOR IS (1:9.36) QTY: 150 Nos.</p> <p>ITEM NO.2: Bus Tube dia.60 to drg.46011000214 R02.PVC FACTOR IS (1:5.47) QTY: 80 Nos.</p> <p>ITEM NO.3: Corona Protector dia.114.3 for 16 units. to drg.46011000248 Rev01 PVC FACTOR IS (1:62) QTY: 80 Nos.</p> <p>ITEM NO.4: Tube Closing Cap. to drg.46011000194 Rev00 PVC FACTOR IS (1:0.55)</p>	

	<p>QTY: 150 Nos.</p> <p>ITEM NO.5: Bus Support to drg.36011000098 R03 PVC FACTOR IS (1:2)</p> <p>QTY: 150 Nos.</p> <p>BASE RATE OF ALUMINIUM BILLETS (CH10) TAKEN AS Rs 378.95/ Kg BASED ON NALCO CIRCULAR dtd 14.03.2026</p> <p>Price Variation Formula to be adopted shall be:</p> <p>Price of the material as given in Purchase Order shall be increased/decreased by the amount calculated as per following formula: [(Final Rate in Rs/kg) – (Base rate in Rs/kg)] X Weight of Aluminium Billets (CH10) content in the item.</p> <p>Final rate of <i>Aluminium Billets (CH10)</i> shall be derived from <i>CH10 Aluminium Billets</i> prices published in NALCO circulars as per following delivery conditions:</p> <p>In case of delivery on time or delivery is earlier to PO delivery (if “early delivery acceptable” is indicated in PO remarks)</p> <ul style="list-style-type: none"> Aluminium Billets (CH10) 1st circular of the month issued by NALCO for the month prior to the month of actual delivery date is to be considered. <p>In case there is a delay in supply of material by the supplier, compare</p> <ul style="list-style-type: none"> Aluminium Billets (CH10) 1st circular of the month issued by NALCO for the month prior to the month of PO delivery date Aluminium Billets (CH10) 1st circular of the month issued by NALCO for the month prior to the month of actual delivery date <p>The final Rate to be considered shall be lower of the above two.</p>	
5.a	Prices shall be quoted on FOR Destination basis up to BHEL BHOPAL inclusive of freight, insurance, packing etc Taxes & Duties shall be paid extra as applicable.	
5.b	Prices shall remain firm till execution of the contract.	
5.c	TERMS OF PAYMENT:	
5.c.i	Supply Payment:	
	Indigenous: 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar/Udyam registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. Any deviation from the above payment terms, if accepted by BHEL, shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.	
5.c.ii	No “Advance Payment” Term will be accepted	
5.d	<p>Tax and Duties:</p> <p>The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.</p> <p>Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits).</p> <p>GST/ Income Tax TDS applicable as per Law shall be deducted. Indian Bidders-Bidders to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.</p> <p>Vendor to ensure compliance to timely filing of monthly GST return. GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to</p>	

	GST Invoice rules.	
6.	VALIDITY:	
6a.	The offer should remain valid upto 120 days from the tender opening date.	
7.	DELIVERY:	
7a.	Delivery Schedule: Lot 1: 90 days and Lot 2: 120 days from date of PO	
7b.	Delivery Schedule / LD applicability. Penalty for delay in supply: Penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value. Indigenous Bidders-: LR date in case of ex-works and UMID in case of FOR destination shall be taken as actual date of delivery.	
7c.	Part shipment: Part shipment of material may be permissible.	
7d.	Short Shipment: In case of any short shipment in the main equipment/spares, where separate rates are not available in the contract, all taxes and duties levied on such supplies, if any shall be borne by the supplier.	
8.	WARRANTY:	
8a.	Warranty Period: The material shall be warranted for 12 months from the date of receipt. Refer general terms and conditions of enquiry warranty cl 18 A of BP 200102C	
8b.	Warranty Replacements: Any warranty replacement during warranty period shall be provided on FOR Destination basis only. Customs clearance and duty payments, if any, for such cases shall be to the account of vendor only.	
9.	Suppliers have to submit offer with compliance to GST. Please furnish the following details.	
	a) Type of Item (Supply/Trading/Services),	
	b) Input Tax Credit Applicable (Y/N),	
	c) GST Type (IGST/CGST+SGST/UGST),	
	d) HSN /SAC code	
	e) Applicable value/ rate of GST.	
	e) GSTIN No	
10.	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).	
11.	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).	
12.	Taxes and Duties- GST portion of invoice shall be released only on the same being declared by the vendor in its GSTR1 return and the same being reflected in GSTR 2A of BHEL Bhopal. Indian Bidders-Bidders to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law. Vendor to ensure compliance to timely filing of monthly GST return. GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.	
13.	Please furnish the following details with your offer: a) VQR documents b) Letter of confirmation for Total Compliance to Technical specification without any deviation from Vendor. c) Annexure TC 3 (A) filled & signed d) Udyam e) MII Declaration, if applicable f) Vendor declaration g) OEM After PO a) Test certificates with each Lot before dispatch of material to obtain Dispatch clearance.	

	If above documents are not submitted, your offer is liable for rejection											
14	PQR Criteria: <table><tr><th>Sl. No.</th><th>PQR Details</th><th>Supplier response (Y/N)</th></tr><tr><td>1</td><td>The vendor should be manufacturer of aluminum Components as per BHEL Enquiry. Vendor to submit OEM certificate as a documentary proof.</td><td></td></tr><tr><td>2</td><td>Vendor should be approved by POWERGRID for Aluminum Tube/Clamps & Connector/Corona Bell as on price bid opening date. As proof of the same Supplier should submit valid Powergrid approval letter /Powergrid approved vendor list mentioning the name of the Vendor.</td><td></td></tr></table>		Sl. No.	PQR Details	Supplier response (Y/N)	1	The vendor should be manufacturer of aluminum Components as per BHEL Enquiry. Vendor to submit OEM certificate as a documentary proof.		2	Vendor should be approved by POWERGRID for Aluminum Tube/Clamps & Connector/Corona Bell as on price bid opening date. As proof of the same Supplier should submit valid Powergrid approval letter /Powergrid approved vendor list mentioning the name of the Vendor.		
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15.	Items are to be procured on Individual Item L1 basis											
15a	Quantity variation of +/- 0 % applicable											
16.	The terms and conditions of Annexure TC III (A) shall be read in conjunction with BHEL's Standard Terms and Conditions of Enquiry Form No BP200102C enclosed with enquiry. Wherever difference in terms & Conditions is there, the terms & conditions mentioned in this Annexure-TC III(A) will prevail.											
17.	Price Evaluation of rates of vendors shall be done on the basis of landed cost at BHEL Bhopal in INR											
18.	MII & MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars. GTE restriction is not applicable for this tender enquiry.											
19	Acceptance to BHEL GTC BP200102C											
20	Splitting of Quantity – NOT APPLICABLE											
21	Inspection at supplier works by BHEL/TPIA AS PER approved Quality Plan. Final Inspection/ Acceptance at BHEL BHOPAL											
22	Acceptance to “MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018”											
23	Jurisdiction: The competent courts at Bhopal in the state of Madhya Pradesh, India shall have sole jurisdiction.											
24	OEM Authorization: Authorization from OEM is to be submitted against tender enquiry. If not submitted, your offer is liable for rejection.											
25	Conflict of Interest Clause: Bidders must comply with following: “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 authorise 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											

	<p>2. Indian/foreign agent on behalf of only one principal; or</p> <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</p> <p>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. “</p>	
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Signature of vendor with date & seal