

ANNEXURE-T&C 3A
TO ENQUIRY No. E7563009

ADDITIONAL 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 shall be liable for rejection.

Sl. No.	Terms & Conditions	Vendor's Remarks (Yes/No)
1.	Sealed Quotations are invited for procurement of following Bushings as per BHEL Technical Specification - (1) 420 KV, 1250 A OIL-SF6 BUSHING AS PER BHEL TECH. SPCE. NO. BCS/PS/420/61 (98 Nos.)	
2.	(A) The vendor should be either manufacturer of RIP bushings as per BHEL Enquiry OR their authorized representative. Authorized representative to submit valid authorization letter from the manufacturer as a documentary proof. (B) Supplier should have supplied at least 10 nos. 420KV or higher KV rating Oil-SF6 RIP bushings within 05 years from tender opening date. Supplier to submit the following documents in support of the same- a) PO copy b) Invoice copy	
3.	Sealed Quotations in two-part bid system should be submitted in BHEL's e-procurement NIC Portal https://eprocurebhel.co.in/nicgep/app Tenders from any other mode shall not be accepted. Suppliers to download all documents related to tender only from NIC portal after login.	
4.	The offered material should be exactly in accordance with technical Specification enclosed with enquiry. Any deviation shall be clearly brought-out in a separate sheet and mentioned in the remark's column. In case no separate deviation sheet is found, the offer shall be considered to be matching with BHEL's technical requirement.	
5	PRICE:	
5.a	Prices shall be quoted on FOR Destination basis up to BHEL BHOPAL inclusive of freight, insurance, packing, applicable Taxes etc.	
5.b	Prices shall remain firm till execution of the contract. Reverse Auction is not proposed for this tender enquiry.	
5.c	TERMS OF PAYMENT:	
5.d	Supply Payment:	
	100% payment in 90 days of receipt (45 days for Micro & Small as registered in Udyam certificate	

	as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ "Repo Rate + 4%" for the purpose of bid evaluation.	
5.e	No "Advance Payment" Term will be accepted	
6.	VALIDITY:	
6a.	The offer should remain valid upto 150 days from the tender opening date.	
7.	DELIVERY:	
7a.	Delivery Schedule: Delivery schedule shall be quoted earliest possible from the date of PO, to meet the delivery requirement given in our enquiry sheet. Bidder shall commit delivery period in number of weeks/ months to suit the delivery period indicated in the enquiry. Kindly submit Activity Schedule for Delivery with the bid.	
7b.	Penalty for delay in supply: Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102C). Penalty for delay in supply: Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102C). Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery. Total undelivered order value above shall be item wise, lot wise order value of PO. Delivery shall be guaranteed by acceptance of penalty.	
7c.	Short Shipment: In case of any short shipment in the main equipment/spares, where separates 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: Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general & special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the	

	<p>event of the Bidder's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Bidder.</p> <p>In case the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's works, the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.</p>	
8b.	<p>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.</p>	
9.	<p>Suppliers have to submit offer with compliance to GST. Please furnish the following details.</p>	
	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.	<p>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).</p>	
11.	<p>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).</p>	
12.	<p>Please furnish the following details in your offer:</p> <p>a) Shipping dimension</p> <p>b) Weight of consignment</p> <p>c) Type of vehicle required for inland transport in India</p> <p>d) Whether bushings are stackable or not</p> <p>e) No of bushings that can be transported in one Vehicle.</p> <p>f) Drawing, Datasheet</p> <p>g) O & M manual</p> <p>h) PQR documents (Annexure -I to PQR, Questionnaire to be submitted) (Customer approved vendor list applicable)</p> <p>i) Letter of confirmation for Total Compliance to Technical specification without any deviation from Vendor</p> <p>After PO</p> <p>a) Test certificates</p> <p>b) O & M manual</p>	
13	Suppliers should meet the (PQR) qualifying	

	requirement attached with the enquiry. Offers from vendors not meeting the qualification requirements, shall be summarily rejected, and Part-II Price bid of such vendors will not be opened													
14.	Items are to be procured on Individual L1 basis													
15.	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 difference in terms & Conditions is there, the terms & conditions mentioned in this Annexure-T&C 3A will prevail.													
16.	The evaluation currency for this tender shall be INR													
17.	MII & MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars. There is restriction applicable for Global tenders and hence offer from only class-I and class-II local suppliers are acceptable. Offers from Non local suppliers shall be summarily rejected.													
18	Integrity Pact (IP):													
18a	As per Government of India's guidelines, this contract will be covered under Integrity Pact. Performa for Integrity Pact is enclosed with this enquiry. Integrity Pact document, as per this format, is to be prepared and signed by vendors and is to be submitted along with Techno-commercial bid (Part-I) duly signed and sealed on all the pages . Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.													
18b	<p>IP Clause :</p> <p>(a) 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.</p> <table border="1"> <thead> <tr> <th>S1</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Dr. Sarat Kumar Acharya</td><td>iem1@bhel.in</td></tr> <tr> <td>2.</td><td>Shri R. Mukundan</td><td>iem2@bhel.in</td></tr> <tr> <td>3.</td><td>Shri Madan Lal Meena</td><td>iem3@bhel.in</td></tr> </tbody> </table> <p>(b) 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.</p>	S1	IEM	Email	1.	Dr. Sarat Kumar Acharya	iem1@bhel.in	2.	Shri R. Mukundan	iem2@bhel.in	3.	Shri Madan Lal Meena	iem3@bhel.in	
S1	IEM	Email												
1.	Dr. Sarat Kumar Acharya	iem1@bhel.in												
2.	Shri R. Mukundan	iem2@bhel.in												
3.	Shri Madan Lal Meena	iem3@bhel.in												

	<p>(c) 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.</p> <p>Note:</p> <p>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 (procurement) department's officials whose contact details are provided below:</p> <p>Details of contact person(s):</p> <p>(1) Name: Ved Prakash Shukla Deptt: MM-TCB Address: Block-3, WWFF, Piplani BHEL Bhopal Phone: (Landline/ Mobile) 0755-250-3159 Email: ved.shukla@bhel.in</p> <p>(2) Name: Shalini sharma (DGM) Deptt: MM-TCB Address: Block-3, WWFF, Piplani BHEL Bhopal Phone: (Landline/ Mobile) 0755-250-5676 Email: shalinisharma@bhel.in</p>	
19	Acceptance to BHEL Conciliation Scheme 2018 as per Annexure -IV	
20	Inspection by BHEL/ CUSTOMER at suppliers works. Final Inspection & acceptance at BHEL. Material to be dispatched after getting dispatch clearance	
21	<p>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:</p> <p>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</p>	

	<p>puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>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;</p> <p>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:</p> <ol style="list-style-type: none"> 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 <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>	
22	<p>PERFORMANCE SECURITY:-</p> <p>To ensure due performance of the contract, Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be obtained from the successful bidder awarded the contract. The total amount of Performance Security shall be five percent (5%) of the contract value.</p> <p>Performance security may be furnished in the following forms:</p> <ol style="list-style-type: none"> (i) Local cheques 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. The Bank Guarantee format should have the approval of BHEL. (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR 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 	

	<p>Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>(v) Insurance Surety Bond.</p> <p>(Note: 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).</p> <p>Kindly confirm that Performance Security will be furnished as above within 14 days from GEM contract date with a validity of at least 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p>	
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Signature of vendor with date & seal

ACTIVITY SCHEDULE
(To be confirmed by the supplier)

Tender Enquiry No.: E7563009 Procurement of Oil to SF6 RIP BUSHING as per NIT/SPEC/ANNEXURE

Delivery Schedule: Item Wise Delivery Schedule To Be Submitted

- (a) Inspection by BHEL or its customer at vendor's works = 14 days (2 weeks)
- (b) Time period for delivery (FOR BHEL Bhopal)= 07 days.
- (c) Inspection call shall be raised 10 days prior to readiness for inspection considering the time required to arrange the same.
- (d)

Item & LOT	Required by	Supplier to quote per month/ per week quantity from date of PO
#01	As per enquiry sheet	

Kindly quote Quantity per month/week from date of PO on F.O.R Bhopal basis.

Signature & Seal
Date: