

ANNEXURE-T&C 3A
TO ENQUIRY No. E7533012

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.

Sl. No.	Terms & Conditions	Vendor's Remarks (Yes/No)
1.	Sealed Quotations are invited for procurement of following Bushing as per BHEL Technical Specification no- (1) 420KV 1250A OIL SF6 BUSHING TO SPEC. NO. BCE/PS/420/50 REV.00 (09 Nos.) (2) 245 KV 2000A OIL SF6 BUSHING TO SPEC. NO. BCE/PS/245/51 REV.00 (09 Nos.)	
2	(A) Vendor should be either manufacturer of OIP/RIP/RIS bushings as per BHEL enquiry or its authorized representative. Authorized representatives to submit authorization letter from the manufacturer as documentary proof. (B) Supplier should be approved by POWERGRID for 420kV or higher voltage rating OIP/RIP/RIS condenser bushings (If offer submitted for 420kV bushings) & 245kV or higher voltage rating (If offer submitted for 245kV bushings) as on bid opening date . Supplier to submit POWERGRID approval letter/drg/Type test reports in support of the same.	
3.	Sealed Quotations are invited on e-procurement portal (https://eprocurebhel.co.in). Quotations on e-procurement portal are invited in two part bid system. Quotations/offers in two part bid system should be submitted by vendors on e-procurement portal on or before Due date. Late tender shall not be entertained and shall be summarily rejected.	
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:	
	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.e	No "Advance Payment" Term will be accepted	

6.	VALIDITY:	
6a.	The offer should remain valid upto 120 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 days / 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 (BP200102A). Penalty shall be levied @ ½% (Half percent) per week subject to a maximum of 10% of the total order value. Total order value above shall be Item wise, Lot wise order value. 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: 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 200102A	
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.	Please furnish the following details in your offer: a) Shipping dimension b) Weight of consignment c) Type of vehicle required for inland transport in India d) Whether bushings are stackable or not e) No of bushings that can be transported in one Vehicle. f) Drawing, Datasheet g) O & M manual h) PQR documents (Annexure –I to PQR, Questionnaire to be submitted) (Customer approved vendor list applicable) i) Letter of confirmation for Total Compliance to Technical specification without any deviation from Vendor	

	After PO a) Test certificates b) O & M manual													
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 BP200102A 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.	<p>MII & MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars.</p> <p>This item is indivisible in nature. Hence in case of Non-MSE bidder and/or MII-Class II bidder becoming L1 and MSE bidder is within 15% (for MSE purchase preference) /20% (for MII purchase preference) price band of L1 bidder, 100% quantity shall be offered to MSE/MII Class I supplier in accordance with price match provisions.</p>													
18.	Splitting & Divisibility of Item is not applicable for this tender enquiry													
19	Integrity Pact (IP):													
19a	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 .													
19b	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.													
19c	<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="0"> <thead> <tr> <th>Sl</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr> <tr> <td>2.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>3.</td><td>Shri Mukesh Mittal, IRS (Retd.)</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> <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>	Sl	IEM	Email	1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	
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	<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: Rakesh sharma (DGM) Deptt: MM-TCB Address: Block-3, WWFF, Piplani BHEL Bhopal Phone: (Landline/ Mobile) 0755-250-3792 Email: r.sharma@bhel.in</p>	
20	Acceptance to BHEL Conciliation Scheme 2018 as per Annexure -IV	
21	Inspection by BHEL/ CUSTOMER at suppliers works. Final Inspection & acceptance at BHEL. Material to be dispatched after getting dispatch clearance	
22	Delivery schedule will be as per ACTIVITY SCHEDULE annexure	
23	Restriction to quote by bidders from countries having land border with India, as per Public Procurement Order issued by Department of Expenditure, Govt. of India (https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf) and its amendments issued from time to time shall be applicable for this tender.	
24	<p>Conflict of Interest:</p> <p>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</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>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</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; and2. 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>	
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Signature of vendor with date & seal

ACTIVITY SCHEDULE
(To be confirmed by the supplier)

Tender Enquiry No.: E7533012 Procurement of RIP BUSHING as per NIT/SPEC/ANNEXURE

Delivery Schedule: ITEM WISE DELIVERY SCHEDULE TO BE SUBMITTED

ITEM NO/ NAME : #1) 420KV 1250A OIL SF6 BUSHING TO SPEC. NO. BCE/PS/420/50 REV.00 (09 Nos.)

SI. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	Cumulative Time in Weeks from PO date	REMARKS IF ANY
1.	Material Readiness for Inspection after PO placement:			
2.	Inspection by BHEL or its customer at vendor's works	14 days (fixed by BHEL)		
3.	Time period for delivery (FOR BHEL bhopal)	10 days		

ITEM NO/ NAME : #2) 245 KV 2000A OIL SF6 BUSHING TO SPEC. NO. BCE/PS/245/51 REV.00 (09 Nos.)

SI. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	Cumulative Time in Weeks from PO date	REMARKS IF ANY
1.	Material Readiness for Inspection after PO placement:			
2.	Inspection by BHEL or its customer at vendor's works	14 days (fixed by BHEL)		
3.	Time period for delivery (FOR BHEL bhopal)	10 days		

Note:

- 1) Inspection call shall be raised 21 days prior to readiness for inspection considering the time required to arrange the same.

Signature & Seal

Date: