

ANNEXURE-I
TO ENQUIRY No. E7553020
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 OIL-SF6 Bushing as per BHEL Technical Specification no- (1) 800KV,2500A RIP/RIS BUSHING AS PER TECHNICAL SPECIFICATION NO. BCE/PS/800/56 (15 Nos.) (2) 800KV,2000A RIP/RIS BUSHING AS PER TECH. SPEC. NO. BCE/PS/800/57 (15 Nos.) (3) 800KV,1600A RIP BUSHING AS PER TECH. SPEC. NO. BCE/PS/800/58 (35 Nos.) (4) 420KV,2500A RIP BUSHING AS PER TECH. SPEC. NO. BCE/PS/420/59 (10 Nos.)	
2	This enquiry is covered under Make India procurement clause of Government of India. Bidder must be Class-I or Class-II local supplier. Offers received from Non-local suppliers will be rejected.	
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.	
5	PRICE:	
5.a	Prices shall be quoted on FOR Destination basis up to BHEL BHOPAL inclusive of freight, insurance, packing, etc.	
5.b	Prices shall remain firm till execution of the contract.	
5.c	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."	
	TERMS OF PAYMENT:	
5.d	Supply Payment: (Indigenous): 100% Payment shall be made in X days after receipt of material subject to submission of all dispatch documents and acceptance of material at BHEL.	

	<p>X shall be considered as: 90 days for Non MSME vendors. 45 days for MSE vendors.,</p> <p>Any deviation from the above payment terms, if accepted by BHEL , shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.</p>	
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 (BP200102B). 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.	Part shipment: Part shipment of material is permissible.	
7d.	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 18.1 of BP 200102B	
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.	<p>Please furnish the following details in your offer:</p> <p>a) Shipping dimension b) Weight of consignment 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)</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 BP200102B enclosed with enquiry. Wherever difference in terms & Conditions is there, the terms & conditions mentioned in this Annexure-T&C 3A will prevail.										
16.	MII & MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars. As tender value is greater than 10 Cr, Bidders to submit make In India declaration on letterhead of cost account of company inline with PPP-MII circulars.										
17.	Splitting & Divisibility of Item is not applicable for this tender enquiry										
18.	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										
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"> <tr> <td>Sl</td><td>IEM</td><td>Email</td></tr> <tr> <td>1.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>2.</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr> </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>	Sl	IEM	Email	1.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	2.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	
Sl	IEM	Email									
1.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in									
2.	Shri Mukesh Mittal, IRS (Retd.)	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>	
20	<p>Inspection will be done by BHEL/ CUSTOMER at suppliers works. Final Inspection & acceptance at BHEL.</p> <p>Material to be dispatched after getting dispatch clearance</p>	
21	Delivery schedule will be as per ACTIVITY SCHEDULE annexure	

Signature of vendor with date & seal

ACTIVITY SCHEDULE
(To be confirmed by the supplier)

Tender Enquiry No.:

Delivery Schedule: ITEM WISE DELIVERY SCHEDULE TO BE SUBMITTED

ITEM NO/ NAME : 01#) 800KV,2500A RIP/RIS BUSHING

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) 800KV,2000A RIP/RIS BUSHING

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 prior to readiness for inspection considering the time required to arrange the same.

ITEM NO/ NAME : #3) 800KV,1600A RIP BUSHING

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	10 days		

	BHEL bhopal)			
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Note:

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

ITEM NO/ NAME : #4) 420KV,2500A RIP BUSHING

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 prior to readiness for inspection considering the time required to arrange the same.