

ANNEXURE-TC III (A)
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 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-Item #3 as per NIT (Dimension range is Given)	
2	Reverse auction (RA) is proposed for this tender enquiry	
3.	Kindly ensure to submit your offer well before enquiry due date. Late tender shall not be entertained and shall be summarily rejected	
4.	<p>The offered material should be exactly in accordance with technical Specification enclosed with enquiry & NIT</p> <p>#01- PRECOMPRESSED PRESS BOARD 1TK TO 6 TK * 1800-2100MM*3100-3200MM AS PER AA21108 REV05.</p> <p>#02- PRECOMPRESSED PRESS BOARD 8TK TO 25 TK * 1800-2100MM*3000-3200MM AS PER AA21109 REV05.</p> <p>#03- PRECOMPRESSED PRESS BOARD 50 TK * 1800-2100MM*3000-3200MM AS PER AA21109 REV05.</p> <p>Any deviation shall be clearly brought-out.</p>	
5	PRICE:	
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>. Indian Bidders-Bidders to ensure timely remittance of SGST, CGST , IGST as</p>	

	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.	
6.	VALIDITY:	
6a	Rate Contract Validity : The Rate Contract is valid for 1 year from the date of RC finalization for ordering purpose. Further, 3 months validity from date of expiry of RC for ordering shall be kept for supplies. RC Quantity variation of $\pm 30\%$ is applicable	
6b	Offer Validity : The offer should remain valid upto 120 days from the tender opening date.	
7.	DELIVERY:	
7a.	Delivery Schedule: 30-50 MT / Month after placement 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. Indigenous Bidders- LR date in case of ex-works and UMID in case of FOR destination shall be taken as actual date of delivery.	
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	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	

	<p>of BHEL Bhopal.</p> <p>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 GST Invoice rules.</p>	
13.	<p>Please furnish the following details in your offer:</p> <p>a) PQR documents</p> <p>b) Letter of confirmation for Total Compliance to Technical specification without any deviation from Vendor.</p> <p>c) Annexure TC III (A) filled & signed</p> <p>d) Udyam</p> <p>e) MII Declaration</p> <p>f) Vendor declaration</p> <p>g) Integrity Pact</p> <p>h) OEM Authorization letter, in case offer is submitted by Non-OEM</p> <p>i) PGCIL approval letter as per VPQR</p> <p>After PO</p> <p>a) Test certificates with each Lot</p> <p>If above documents are not submitted, your offer is liable for rejection</p>	
14	<p>PQR Criteria: • Vendor must be approved by PGCIL for 420KV class. - The vendor should be either manufacturer of Press Board for 420 kV Class Transformer/ Reactor as per BHEL Enquiry OR their authorized representative. Authorized representative to submit authorization letter from the manufacturer as a documentary proof.</p> <p>Suppliers should meet the (PQR) qualifying requirement .Offers from vendors not meeting the qualification requirements, shall be summarily rejected, and Part-II, Price bid of such vendors will not be opened.</p>	
15.	Items are to be procured on Individual Item L1 basis	
15a	Supply Quantity variation of +/- 5 % applicable	
15b	RC Quantity Variation (Item-wise) : +/- 30 % applicable	
16.	Item is divisible in nature & shall be procured in line with latest MSE/MII Purchase preference circulars issue by GOI.	
17.	Price Evaluation of rates of vendors shall be done on the basis of landed cost at BHEL Bhopal in INR	
18.	<p>MII & MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars.</p> <p>GTE restriction is applicable for this tender enquiry.</p> <p>Authorized representative to provide MII declaration from OEM.</p>	
19	Acceptance to BHEL GTC BP200102A	
20	Splitting of Quantity	

	20.0 Splitting of Quantities amongst vendors: On Individual Item L1 basis													
	20.1 Distribution of quantity of rate contract amongst vendors – Between 2 vendors in the Ratio 65:35													
	20.2 RC quantity shall be split amongst vendors in above mentioned ratios .													
	20.3 All efforts will be made by BHEL to maintain proportionate quantity distribution among vendors to the extent possible. However, vendors to note that quantity distribution may vary at the time of final ordering due to ordering on “Total cost to BHEL” basis.													
	20.4 If less than 3 vendors quoted against this tender enquiry , BHEL will be having the discretion to SPLIT the quantity in 2 vendors in the ratio (65:35) or 1 vendor (100 %).													
21	Inspection : TPIA as per (QC/TCB/QAP/BO/30)													
22	Integrity Pact (IP): 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													
23	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.													
	Independent External Monitor (IEM): For monitoring of Enquiry procedure, under Integrity Pact, an Independent External Monitor (IEM) is appointed by BHEL. The IEM appointed for this contract is as under <table> <thead> <tr> <th>Sl</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem1@bhel.in</td></tr> <tr> <td>2.</td><td>Shri Otem Dai, IAS (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>	Sl	IEM	Email	1.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem1@bhel.in	2.	Shri Otem Dai, IAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	
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24	Acceptance to “MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018”													
25.	Jurisdiction: The competent courts at Bhopal in the state of Madhya Pradesh , India shall have sole jurisdiction.													
26	OEM Authorization : If Not OEM, Authorization from OEM is to be submitted against tender enquiry. If not submitted , your offer is liable for rejection.													
27	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													

	<p>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; or</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 authorise 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>	
28	<p>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-TC III(A) will prevail.</p>	

Signature of vendor with date & seal