

ANNEXURE-T&C 3A
TO ENQUIRY No. E7543036
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.	<p>Sealed Quotations are invited for frame work agreement of following Bushing as per BHEL Technical Specification -</p> <p>(1) 800KV, 2500A, 970KV RMS OIP BUSHING WITH PORCELAIN / POLYMER INSULATOR (SUITABLE FOR INDIAN STANDARDS SEISMIC ZONE I-III) AS PER SPEC. BCE/PS/800/37. (135 Nos.)</p> <p>(2) 800KV, 2500A, 970KV RMS OIP BUSHING WITH PORCELAIN / POLYMER INSULATOR (SUITABLE FOR INDIAN STANDARDS SEISMIC ZONE IV-V) AS PER SPEC. BCE/PS/800/52 (30 Nos.)</p>	
2	<p>(A) Vendor should be either manufacturer of OIP bushings as per above enquired items or its authorized representative. Authorized representatives to submit authorization letter from the manufacturer as documentary proof.</p> <p>(B) Supplier should be approved by POWERGRID for 800kV or higher voltage rating OIP condenser bushings as on part-I bid opening date.</p> <p>Bidder to submit POWERGRID approval letter/drg/Type test reports in support of the same.</p>	
3.	<p>Sealed Quotations in two part bid system should be submitted in our tender room addressed to: In charge - Tender Room, Ground Floor, Administrative Building, Bharat Heavy Electricals Limited, Piplani, Bhopal - 462022, India, so as to reach on or before 11.00 AM on Due date super-scribing our enquiry No. and due date on the envelope.</p> <p>Tenders shall be opened on the same day at 02.00 PM. Late tender shall NOT 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>Bidder can also submit offer through email id mmtender.bpl@bhel.in or if called for in the enquiry, at the designated /authorized email address indicated in the enquiry (Email size must</p>	

	not exceed 15MB). Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.	
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 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 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.	
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 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.	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 BP200102B 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.																																																																			
18.	Splitting is applicable as per following-																																																																			
	Splitting of Quantities amongst vendors:																																																																			
18.1	It is recommended for distribution of Enquiry quantity of RC amongst vendors as per Purchas policy and Guidelines & on Individual Item L1 basis																																																																			
18.2	Distribution of quantity of rate contract amongst vendors (On Individual ItemL1 basis)shall be limited to "N-1" vendors (if N is 3 more), where N is total techno commercially qualified vendors as per clause 12.2 of purcha policy 2013 .																																																																			
18.3	In view of above recommendations, Individual Item quantity of RC shall be distributed amongst vendors as detailed below, in line wit clause 12.2 of purchase policy 2013, point 13 MoM of MM Heads (BHEL Bhopal) dated 31/05/12 and TRM Planning Bhopal's recommendation at /c																																																																			
	<table border="1"> <thead> <tr> <th>No. of Techno Commercially Qualified Vendors</th> <th>L1</th> <th>L2</th> <th>L3</th> <th>L4</th> <th>L5</th> <th>L6</th> <th>L7</th> <th>L8</th> <th>L9</th> <th>L10</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>65</td> <td>35</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>48</td> <td>32</td> <td>20</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>37</td> <td>29</td> <td>19</td> <td>15</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>31</td> <td>25</td> <td>19</td> <td>14</td> <td>11</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	No. of Techno Commercially Qualified Vendors	L1	L2	L3	L4	L5	L6	L7	L8	L9	L10	1	100										2	65	35									3	48	32	20								4	37	29	19	15							5	31	25	19	14	11						
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		6	27	23	18	13	11	8						
		7	24	20	18	13	10	8	7					
		8	21	19	17	13	10	8	7	5				
		9	20	18	15	13	10	8	7	5	4			
		10	19	17	15	13	10	8	7	5	4	2		
18.4		RC quantity shall be split amongst vendors in above mentioned ratios as per number of techno commercially qualified vendors in the tender.												
18.5		Quantity for L1 Vendor: RC quantity as per above mentioned ratio of L1 vendor (in line with number of techno commercially qualified vendors) shall be finalized on L1 vendor for individual items, subject to price reasonability.												
18.6		Quantity for L2 Vendor: RC quantity as per above mentioned ratio of L2 vendor (in line with number of techno commercially qualified vendors) shall be offered to L2 vendor for individual items, on L1 rates. If L2 vendor accepts the offer, then RC for that quantity will be finalized on L2 vendor. If L2 vendor refuses to accept the offer, then L1 rates will be offered to L3 vendor, and so on. If no vendor accepts the offer, then RC for that quantity will also be finalized on L1 vendor.												
18.7		Quantity for L3 Vendor: RC quantity as per above mentioned ratio of L3 vendor (in line with number of techno commercially qualified vendors) will be offered to L3 vendor for individual items, on L1 rates. If L3 vendor accepts the offer, then RC for that quantity will be finalized on L3 vendor. If L3 vendor refuses to accept the offer, then L1 rates will be offered to L4 vendor, and so on. If no vendor accepts the offer, then RC for that quantity will be finalized on L1 vendor.												
18.8		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.												
18.9		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 %).												
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> <p>S1 IEM Email</p> <ol style="list-style-type: none"> 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 <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> <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</p>	

	<p>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	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	<p>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://indiatradefair.com/uploads/kms/Circular_14_10_032023.pdf) and its amendments issued from time to time shall be applicable for this tender.</p> <p>Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. The requirement of registration has been applicable since 23.07.2020. (ref clause 2 of DoE Order)</p>	
23	<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 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;</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>	
24	<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 should not be less than five percent (5%) of the contract value. 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 Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). (v) Insurance Surety Bond. <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</p>	

	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.	
25	Frame work agreement (FA) shall be valid for ordering up to 24 months from date of finalization of FA.	
26	Quantity of Bushings mentioned in Enquiry Sheet is tentative. Quantity may be reduced based on our order book. BHEL reserve the right to order part/reduced quantity.	

Signature of vendor with date & seal

ACTIVITY SCHEDULE
(To be confirmed by the supplier)

Tender Enquiry No.: E7543036 Procurement of OIP 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)= 10 days.
- (c) Inspection call shall be raised 21 days prior to readiness for inspection considering the time required to arrange the same.

LOT	Required by month from PO	Item #1 800KV, 2500A OIP BUSHING SEISMIC ZONE I-III	Item #2 800KV, 2500A OIP BUSHING SEISMIC ZONE IV-V
1	5	5	4
2	6	5	4
3	7	5	4
4	8	5	4
5	9	5	4
6	10	5	5
7	11	5	5
8	12	9	
9	13	9	
10	14	9	
11	15	9	
12	16	9	
13	17	9	
14	18	9	
15	19	9	
16	20	9	
17	21	9	
18	22	10	
	TOTAL =	135	30

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

Signature & Seal
Date: