

ANNEXURE-T&C 3A
TO ENQUIRY No. E7413020
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 CAPACITOR OIL TO CR90105 R-01	
2	Quantity Variation of +/- 5% is allowed.	
3.	Sealed tender in TWO part bid system should be submitted in our tender room addressed to Sr. Manager (MM-Coordination), BHEL, 2 nd Floor, Administrative Building, P.O. Piplani, Bhopal-462 022, India, so as to reach on or before 11.00 AM on Due date super-scribing our enquiry No. & Due date, on the envelope. Tenders shall be opened on the same day at 02.00 PM. No late tender shall 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. Tender can also be submitted through mail directly at "mmtender.bpl@bhel.in"	
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 and insurance charges.	
5.b	Prices shall remain firm till execution of the contract.	
5.c	TERMS OF PAYMENT:	
5.d	Supply Payment:	
	100% payment along with taxes & duties, within 90 days of receipt (45 days for MSE / NSIC registered suppliers as per relevant act in force) and acceptance of material at BHEL, Bhopal against SRV.	
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: All items required in LOT as per Enquiry preferably within 60 DAYS FROM PO for LOT-I & FOR LOT-II :90 DAYS FROM LOT-I 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.	
7b.	Penalty for delay in supply: Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102A). Delivery shall be	

	guaranteed by acceptance of penalty. Penalty shall be levied @ ½% (Half percent) per week subject to a maximum of 10% of the total contract value. Delivery shall be guaranteed by acceptance of penalty.	
7c.	Part shipment: Part shipment of material is not 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 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).	
13.	<p>Please furnish the following details in your offer: (whichever is applicable)</p> <p>a) Shipping dimension</p> <p>b) PEBC AS PER ATTACHED ANNEXURE</p> <p>c) Declaration certificates.</p> <p>h) PQR documents (Annexure –I to PQR)</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 / Guarantee Certificate to be furnished before material dispatch for obtaining dispatch clearances. Material to be dispatched only after getting dispatch clearances.</p>	
14	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	
15	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 1) Shri Arun Chandra Verma (Retd. IPS) Flat No. C -1204, C Tower, Amrapali, Platinum Complex Sector 119, Noida, U.P.) E-mail- acverma1@gmail.com 2) Shri Virendra Bahadur Singh (Retd. IPS) H. No. B-5/64, Vineet, Khand, Gomti Nagar, Lucknow – 226010 Email- vbsinghips@gmail.com	
16	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	
17.	Items are to be procured on OVERALL L1 basis	
18.	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.	
19.	The evaluation currency for this tender shall be INR	
20.	MII & MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars.	
21.	Splitting & Divisibility of Item is not applicable for this tender enquiry	

Signature of vendor with date & seal