

**ANNEXURE-3A to ENQUIRY No. E7203218**  
**SPECIAL COMMERCIAL TERMS AND CONDITIONS**

**Important: This format is to be submitted in original, along with Part-I of bid, duly signed by the bidder, as proof of acceptance.**

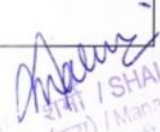
**Any Deviation from the T&C mentioned below is NOT acceptable. Offers received without this acceptance, will be treated as non-responsive, and shall be liable for rejection.**

Sl. No.	Terms & Conditions	Vendor's Remarks (Yes/No)
1.	Sealed Quotations are invited for entering into frame work agreement (rate contract) for procurement of Fibre optic Direct Hot Spot Temperature Monitoring System (FOTS), its accessories and its installation and commissioning, training for Two year period	
2.	Frame work agreement (FA) shall be valid for ordering up to 2 year from date of finalization of FA	
3.	Quantity of instruments mentioned in Enquiry Sheet is tentative and order shall be placed as and when required. Variation in quantity shall be $\pm$ 30% for each item.	
4.	Sealed quotations are invited in Two Part Bid System for supply of instruments/installation and commissioning/training as per BHEL specification TRE 219 Rev 00 enclosed along with enquiry. Any deviation shall be clearly brought-out.	
5.	Vendor should qualify against all clauses of Vendor pre-Qualification Requirement enclosed along with the enquiry and provide supporting documents along with technical bid, in absence of which bid will be summarily rejected.	
6.	Sealed tender in Two Part Bid System should be submitted in our tender room addressed to Sr. Manager (MM-Coordination), BHEL, 2nd Floor, Administrative Building, P.O. Piplani, Bhopal-462 022, India so as to reach on or before 11.00 AM of tender due date. Tenders shall be opened on the same day at 02.00 PM. No late tender shall be entertained.	
7.	Bidders will have to quote for all the items in the enquiry. Offers where only some or part of the items are quoted shall be rejected. Vendor to submit unpriced price-bid along with technical offer.	
8.	<b>PRICE:</b>	
8a.	Prices for equipment/ accessories shall be quoted on FOR Destination basis, up to BHEL Bhopal, inclusive of freight and insurance charges and shall remain firm for entire period of framework agreement.	
8b.	Prices shall remain firm till validity and execution of the framework agreement.	
9.	<b>TERMS OF PAYMENT:</b>	
9a.	<b>TERMS OF PAYMENT: for Purchase order with commissioning as a scope along with main equipment</b>	
9a1.	<b>Supply Payment:</b>	
i	95% Payment 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. Latest Udhog Aadhar/ Udhayam Certificate of vendor shall be enclosed to avail payment in 45 days as per MSE act.	
ii	5% payment shall be done after successful commissioning of equipment at site (subject to production of successful commissioning certificate)	
iii	Performance Bank Guarantee. PBG of 5% PO value valid till end of warrantee period is to be submitted, prior to release of balance 5%payment.	
9a2.	<b>Commissioning Payment:</b>	
i	100% along with taxes & duties, after successful commissioning within	

  
 प्रबंधक (प्रयोजन) / Manager (Purchase)  
 श्री. ए. सी. टी. सी. बी. / MM-TCB  
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	90 days/ 45 days for MSE vendors. (Subject to production of successful commissioning certificate).	
9b.	<b>TERMS OF PAYMENT: for Purchase order with only main equipment as a scope of supply</b>	
9b1.	Supply Payment:	
	100% Payment 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. Latest Udhyog Aadhar/Udhyam Certificate of vendor shall be enclosed to avail payment in 45 days as per MSE act.	
9c.	No "Advance Payment" Term will be accepted	
10.	VALIDITY: The offer should remain valid up to 120 days from the tender opening date.	
11.	DELIVERY:	
11a.	Delivery Schedule: Delivery schedule shall be quoted earliest possible from the date of PO, to meet the delivery requirement. Bidder shall commit delivery period in number of weeks/ months from PO date.	
11b.	Delivery Dates mentioned in Enquiry sheet are tentative. Actual delivery in PO shall be according to our requirement and delivery period quoted by vendor in its offer.	
11c.	Penalty for delay in supply: Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102). Delivery shall be guaranteed by acceptance of penalty.	
11d.	Part shipment: Part shipment of material is not permissible.	
11e.	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.	
12.	WARRANTY:	
12a.	Warranty Period: The equipment shall be warranted for minimum 12 months from the date of successful commissioning or 18 months from the date of receipt, whichever is later.	
12b.	Warranty Replacements: Any warranty replacement during warranty period shall be provided on FOR, BHEL Bhopal basis only. Customs clearance and duty payments, if any, for such cases shall be to the account of vendor only. If Warranty Replacement is required to be done after commissioning of equipment at site, same will have to be done by vendor directly at site at their own cost.	
13.	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.	
	f) GSTIN No	
14.	For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ Non local supplier, and purchase preference to Class I local supplier is as defined in PP (Preference to make in India), order 2017 dtd 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. For benefit against MII please submit a declaration on company letter head stating percentage of local content and place of value addition. Format of the declaration is attached.	

  
 शर्मा / SHALINI SHARMA  
 (प्रयु) / Manager (Purchase)  
 प्र.प्र.-टी.सी.बो./MM-TCB  
 इ.एल., भोपाल /BHEL, BHOPAL



15.	This enquiry is only for indigenous vendors and will not be applicable for foreign vendors. If any foreign vendor submit offer, their offer shall be outrightly rejected and will not be considered for further proceedings. Indigenous vendors quoting foreign makes to declare local content and place of value addition. Offers with less than 20% local content will be rejected. This enquiry is issued for participation of bidders who are covered under Class I and Class II suppliers as per PPO Order 2017 Dt. 04/06/2020. Offers from bidders not falling under Class I or Class II suppliers as defined in the said order shall be rejected.	
16.	BHEL shall enter into Rate Contract with vendor based on lowest cost to BHEL (L1) for the total package.	
17.	The evaluation currency shall be INR(₹)	
18.	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).	
19.	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).	
20.	<b>INTEGRITY PACT (IP):</b> 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.	
21.	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.	
22.	<b>Independent External Monitor (IEM):</b> For monitoring of Enquiry procedure, under Integrity Pact, an Independent External Monitor (IEM) is appointed by BHEL. The IEM appointed for this contract, is: 1) Shri Arun Chandra Verma, IPS (Retd.) E-mail – acvermal@gmail.com  2) Shri Virendra Bahadur Singh . IPS (Retd.) E-mail – vbsinghips@gmail.com	
23.	Bidders who are not registered suppliers of BHEL Bhopal shall visit 'www.bhel.com' for submitting the online Supplier Registration Application.	
24.	The above terms and conditions shall be read in conjunction with BHEL's Standard Terms and Conditions of Enquiry Form No. BP200102 enclosed with enquiry. Wherever difference in Terms & Conditions is there, the terms & conditions mentioned in this Annexure-TC 3A will prevail.	

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Signature of vendor with date & seal

*Shalini*  
SHALINI SHARMA  
प्रबंधक (पू.) / Manager (Purchase)  
रा.सं. - टी.सी.बी. / MM-TCB  
बी.एच.ई.एल., भोपाल / BHEL, BHOPAL