

ANNEXURE-TC 3A
TO ENQUIRY No. E4533045
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.

S. No.	Terms & Conditions	Vendor's Remarks (Yes/No)
1.	Quotations are invited for entering in to framework agreement (rate contract) for procurement of items mentioned in enquiry sheet for next 18 months requirement.	
2.	Framework Agreement (FA) shall be valid for ordering up to 18 months from the date of finalization of FA.	
3.	Quantity of items (for finalization of FA) mentioned in price bid format of this enquiry is tentative. Separate purchase orders shall be placed as per BHEL requirement with in validity period of FA.	
4.	Test certificate to be submitted along with supply.	
5.	The offered material should be exactly in accordance with technical specification of the enquiry. Any deviation shall be clearly brought out.	
6.	Prices shall be quoted on FOR Destination basis up to BHEL Bhopal (inclusive of Packing, Forwarding, Freight charges, Insurance charges or any other charges)	
7.	Material is to be supplied from vendor's works to CRX store, BHEL Bhopal.	
8.	Prices shall remain firm till validity of the framework agreement and execution of purchase orders placed against the framework agreement. Vendors to quote accordingly in the tender.	
9.	Supply Payment: 100% Payment along with full 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. No "Advance Payment" term will be accepted.	
10.	Please confirm whether vendor is MSE vendor or not. If yes, MSE vendors shall upload valid and latest Udyam Certificate for payment in 45 days as per MSE act else payment shall be done in 90 days as per BHEL's standard payment terms.	
11.	The offer should remain valid upto 120 days from the tender opening date.	
12.	Delivery date shall be quoted earliest possible from the date of PO. Bidder shall commit delivery period in number of days/ weeks from PO date. Note: BHEL desires to have delivery period of 30 days from date of PO or issuance of information vide mail from BHEL Bhopal (for first lot of material in PO).	
13.	Monthly capacity (in numbers or square centimeter) for supply of items may please be furnished. Note: BHEL desires the vendors to have monthly capacity of 8,00,000 sq. cm. on area basis.	
14.	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.	
15.	The material shall be warranted for minimum 12 months from the date of successful commissioning or 18 months from the date of supply, whichever is earlier.	
16.	Any warranty replacement during warranty period shall be provided on FOR BHEL Bhopal basis only. Any duty payment, if any, for such cases shall be to the account of vendor only.	
17.	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).	
18.	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).	

19.	Price is to be quoted on per unit area (per square centimeter) basis as per enquiry sheet. However, ordering shall be done with UoM as “Nos.” of Labels by converting the quoted rate as per area of required label/ item.	
20.	Typical drawings of labels are attached in tender documents for reference purpose. Other labels with different drawing numbers but not attached in the tender documents shall also be ordered against the framework agreement.	
21.	Additional price for additional colors and discounting scheme for quantity: a) Labels shall be ordered generally in combination of 2 colors i.e. Black & White and/ or any combination of 2 colors. b) For each additional color required in label/ panel, 15% price of basic cost shall be paid extra. c) Quantity discount for labels having same description will be applicable as below: (i) Up to 100 Nos. Labels: Nil discount. (ii) 101-200 Nos. Labels: 4% discount (iii) 201-500 Nos. Labels: 8% discount (iv) More than 500 Nos. Labels: 12% discount	
22.	<u>Applicability of Public Procurement (Preference to Make in India) guidelines:</u> a) Procedure for preference to make in India shall be applicable in the tender as per Government circular no. P-45021/2/2017-BE-dated 15.06.17 and subsequent amendment issued thereon. b) Vendor (Class- I local supplier/ Class – II local supplier) shall furnish the certificate regarding percentage of local content, place of value addition with tender number as per PPP MII guidelines.	
23.	Reverse auction shall be conducted in this enquiry.	
24.	Evaluation of enquiry shall be done on individual item L1 basis.	
25.	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 above will prevail.	
26.	Terms & conditions accepted in this form will prevail over terms and conditions mentioned by supplier anywhere in the offer.	
<p style="text-align: center;">-----</p> <p style="text-align: center;">Signature of vendor with date & seal</p>		

Information to be furnished by Vendor

BHEL Enquiry No.	
Item Description	
Quotation No. and Quotation Date	

S. No.	DESCRIPTION	Vendor's Response
1	Vendor's Name	
2	Contact Person	
3	E mail ID	
4	Mobile No.	
5	With reference to Government of India guidelines of preference to Make in India, please inform % of local content (Indian) in this item. (Minimum local content should be 50% to avail PPPMII benefit). Please upload certificate for Make In India compliance.	
6	Please furnish the name of location in India where the value addition has been done	
7	Offer is being submitted against this enquiry as (Manufacturer/ Agent/ Trader)	
8	If offer is being submitted as Agent/ Trader, please fill the name of OEM.	
9	If offer is being submitted as Agent/ Trader, please enclose the valid authorization letter for the enquiry.	