

Commercial Terms & Conditions

Sr. No	BHEL's Parameter	Bidders Confirmation/ Comments
1	Delivery : FOR CRX, BHEL Bhopal i.e. Door delivery. Freight & insurance in supplier's A/C and inclusive in quote rates.	Confirm
2	Delivery Period : Milestone wise delivery is required as per Annexure-Z for board wise quantity Milestone-1: 0-90 days Milestone-2: 90-150 days Milestone-3: 150-180 days Milestone-4: 180-210 days Milestone-5: 210-300 days. (Delivery is subjected to document approval/Manufacturing clearance from BHEL) Please indicate your minimum delivery period (lead time) in days/weeks. (Bidder to inform)	
3	Consignee : SR. MGR. (CRX) BHEL Bhopal.	Confirm
4	Taxes & Duty : (Bidder to inform) (HSN code bidder to inform)	GST Extra a/a
5	Validity of offer: Offer shall be valid for a period 90 days from the date of Techno-commercial (Part-I) bid opening date.	Confirm
6	Payment Term:- 100% payment in 90 days of receipt of material (45 days for MSE, UDYAM required), subject to acceptance of material at BHEL on direct presentation of the documents. Payment will be released milestone wise as follows : Milestones are as per Annexure-Z for board wise quantity Milestone-1: Milestone-2: Milestone-3: Milestone-4: Milestone-5:	Confirm
7	For vendor covered under MSE If yes, for MSE suppliers (manufacturers only), a copy UDYAM certificate is required)	Confirm
8	Performance Bank Guarantee: Bank guarantee of amount equivalent to 10% of PO value to be submitted, with validity of 03 years from the first dispatch & BG validity to be extended upto project guarantee period, if required.	Confirm
9	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order,	Confirm
10	Evaluation of tender: Package wise L1 basis	Noted
11	Vendors should meet Pre-Qualification criteria as per attached PQR to participate in subject Tender otherwise offers will not be considered for further process.	Noted
12	Guarantee/Warranty: Guarantee period as mentioned in clause A2.06 of SG12927_SGD shall be applicable.	Confirm
13	Reverse Auction will be conducted for this enquiry	Noted
14	Integrity Pact as per attached format to be mandatorily submitted	Confirm
15	Bid to be submitted in 2 parts : A : Tech. Bid (UNPRICED) B : Price Bid.	Confirm
16	Price bid of PQR qualified , Techno-commercially acceptable & customer approved bidders on price bid opening date, will be opened only.	Confirm
17	Against each & every item of enquiry, separately dispatchable items to be indicated separately in the techno-commercial offer & price break-up of such separately dispatchable items to be given in the price bid, over and above lumpsum price of the item.	Confirm
18	Quantity variation : YES, ±25% quantity variation in view of change in inputs based on customer requirement.	Confirm
19	Price Impact clause due to variation in quantity (i) BHEL shall not consider any kind of price impact offered by bidder on overall package price quoted by them due to change in quantity of any of the items of the enquiry. (ii) In case there is increase in quantity of any of the items of the enquiry, bidder is allowed to offer percentage discount w.r.t the unit rate quoted by bidder against those item(s) only. BHEL shall evaluate bidder's package price for the enquiry based on discounted unit rate or original quoted rate whichever is lower. (iii) In case there is decrease in quantity of any of the items of the enquiry before price bid opening, BHEL shall consider the unit rate quoted by bidder against those item(s) only for evaluation of bidder's package price for the enquiry.	Confirm
20	Penalty Clause: Please accept BHEL's standard penalty clause "An unconditional penalty of half percent (0.5%) of	Confirm

	the price of the goods in arrears per week subject to a maximum of 10% of the order value”	
21	MII Declaration: With Reference to Government of India Guidelines of Preference to Make in India Order Dated 04 June 2020, Please Inform Your Status as Class (either as Class I or Class II) of Supplier for This Item. [Class I-Local Supplier Has Local Content Is Equal To Or More Than 50 % & Class II-Local Supplier Has Local Content More Than 20 % But Less Than 50 %].	Confirm
22	Packing Instruction: Utmost care must be exercised in packing and transporting the finished material, PO NO / Gross weight / Net weight should be mentioned in bold letters, on each case / Box. Packing list shall be furnished along with each consignment.	Confirm
23	Bidder's Contact person & Contact number (Mobile & Landline)	
24	Email ID of contact person	
25	Supplier shall confirm compliance/acceptance to (a) all points covered above (b) all points of annexures & (c) all other standard printed terms & conditions including LD, Penalty etc. enclosed with enquiry (form no. BP200102A (A copy of same can be downloaded / seen from https://bpl.bhel.com/mm/asc_docs/BP_200102.pdf)). Point wise compliance/ confirmation is required along with techno-commercial offer for commercial & Technical bid separately.	Confirm
26	Offers of vendors not complying to above conditions will be rejected however BHEL reserves the right to modify some of these NIT conditions without assigning any reason.	Confirm
27	Above conditions supersede any T&C quoted by vendor against subject enquiry	Confirm
28	Following Documents are required for evaluation along with offer:- i. Compliance to technical specifications ii. Documents as per ATC/PQR iii. Compliance of Commercial T&C ; Annexure-II iv. Compliance of GTC BP200102A v. Integrity Pact (as per format attached) vi. Make in India Declaration (as per format attached) vii. MSE (UDYAM) Certificate, if applicable	

Please submit offer in line with above terms and conditions otherwise offer may be rejected

Dy. Mgr. (MM-SCR)

Letter Head

Ref. No.....

Date-

To,

Bharat Heavy Electricals Limited

Piplani, Bhopal-462022

Subject: - Certification regarding local content

Reference: BHEL Tender Enquiry No (GeM Bid no.)

Name of items :.....

Dear Sir,

We hereby certify that the quoted items offered by us against above Enquiry No. is having local content of%

Further, to certify that the local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 and we qualify as **Class –I** . (Class-I/ CLASS-II/Non-Local supplier-fill in one which is applicable) local supplier.

We further confirm that details of location at which the local value addition is made will be at.....

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Yours very truly

Seal & Sign