

ANNEXURE-T&C 3A
TO ENQUIRY No. E7413014R
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 #01: BO PP FILM 10 UN X 320 MM WIDE #02 BO PP FILM 11 UN X 320 MM WIDE as per NIT E7413014R	
2	Reverse auction (RA) is not proposed for this tender enquiry	
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 in TWO part BID system. (max size of documents to be attached is limited to 20 MB)	
4.	The offered material should be exactly in accordance with technical Specification enclosed with enquiry- BO PP FILM 10 UN X 320 MM WIDE & BO PP FILM 11 UN X 320 MM WIDE & AS PER SPEC. BP22861 R12. Material should be PROPERLY PACKED TO AVOID DUST, MOISTURE AND TRANSIT DAMAGE. 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, insurance, packing etc Taxes & Duties shall be paid extra as applicable .	
5.b	Prices shall remain firm till execution of the contract.	
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: item # BO PP FILM 10 UN X 320 MM WIDE	

	(12000KG) required in single LOT within 2 months from PO date. Item # BO PP FILM 11 UN X 320 MM WIDE: LOT-I. (29000KG) WITHIN 2 MONTHS FROM PO Item # BO PP FILM 11 UN X 320 MM WIDE : LOT-II .(30000KG) 5 MONTHS AFTER LOT-I	
7b.	Delivery Schedule / LD applicability Subject to force Majeure condition: Penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value. Indigenous Bidders-: LR date in case of ex-works and UMID in case of FOR destination shall be taken as actual date of delivery.	
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).	
12	Taxes and Duties- GST portion of invoice shall be released only on the	

	<p>same being declared by the vendor in its GSTR1 return and the same being reflected in GSTR 2A of BHEL Bhopal.</p> <p>Indian Bidders-Bidders to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.</p> <p>Vendor to ensure compliance to timely filing of monthly GST return . GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.</p>	
13.	<p>Please furnish the following details in your offer:</p> <p>a) PQR documents</p> <p>b) Letter of confirmation for Total Complaine to Technical specification without any deviation from Vendor.</p> <p>c) Annexure TC 3 A filled & signed</p> <p>d) Udyam</p> <p>e) MII Declaration, if applicable</p> <p>f) Vendor declaration</p> <p>g) Integrity Pact</p> <p>After PO</p> <p>a)Test certificates</p> <p>If above documents are not submitted, your offer is liable for rejection</p>	
14	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	
15.	Items are to be procured on Individual Item L1 basis	
15a	Quantity variation of +/- 5 % applicable	
16.	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.	
17.	The evaluation currency for this tender shall be INR	
18.	MII & MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars.	
19.	Splitting & Divisibility of Item is not applicable for this tender enquiry	
20	Acceptance to BHEL GTC BP200102A .	
21	Final Inspection/ Acceptance at BHEL BHOPAL	
22	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	
23	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.	
	<p>Independent External Monitor (IEM):</p> <p>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</p>	

	1) Shri Arun Chandra Verma (Retd. IPS) E-mail- acverma1@gmail.com	
	2) Shri Virendra Bahadur Singh (Retd. IPS) Email- vbsinghips@gmail.com	
24	Acceptance to “MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018”	
25.	Jurisdiction: The competent courts at Bhopal in the state of Madhya Pradesh , India shall have sole jurisdiction.	

Signature of vendor with date & seal