

**ANNEXURE-I (T&C)**  
**TO ENQUIRY E7443002**

**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 may lead to offer rejection.**

**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 <b>CAPACITOR OIL TO SPEC CR90105 R01</b>	
2	Kindly ensure to submit your offer well before due date. Late tender shall not be entertained and shall be summarily rejected. PO to be placed on OVERALL L1 basis	
3.	<b>Material supplied should be as per Specification attached with NIT</b>  <b>#01 CAPACITOR OIL TO SPEC CR90105 R01</b>	
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, insurance, packing etc Taxes & Duties shall be paid extra as applicable at the time of dispatch.	
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 for 90 days	
7.	DELIVERY:	
7a.	Delivery Schedule: <b>First lot :120 days from PO</b> <b>Second lot :120 days from first lot</b> <b>Third lot :120 days from second lot.</b> Non acceptance to delivery may lead to rejection of offer during technical evaluation.	
7b.	Penalty for delay in supply: 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.	
	<b>Indigenous Bidders-</b> LR date in case of ex-works and UMID in case of FOR destination shall be taken as actual date of delivery.	
8.	<b>WARRANTY:</b>	
8a.	Warranty Period: The material shall be warranted for 12 months from the date of receipt .	
8b.	Warranty Replacements: Any warranty replacement during warranty period shall be provided on FOR Destination basis 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 same being declared by the vendor in its GSTR1 return and the same being reflected in GSTR 2A of BHEL Bhopal.  Indian Bidders-Bidders to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.  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	
13.	Please furnish the following details in your offer: a) Udyam b) MII Declaration (Class of Supplier & place of value addition) c) Vendor declaration d) Vendor PQR / PQR Documents e) Integrity pact duly signed & witnessed  After PO a)Test certificates / Guarantee Certificate along with supply	
14	The evaluation currency for this tender shall be INR	
15	MSE/ MII purchase preference shall be applicable for this tender. Kindly submit Udyam certificate for the same.	
16	Item is non-divisible in nature.	
17	Acceptance to BHEL GTC BP200102A	
18	Final Inspection & acceptance at BHEL	
19	Quantity variation of +/- 5% is applicable	

20	GLOBAL TENDER ENQUIRY RESTRICTION IS APPLICABLE, PARTICIPATION ONLY FROM CLASS I/ CLASS II LOCAL SUPPLIERS AS PER PP-MII CIRCULAR DTD 0406.2020 Allowed	
21	REVERSE AUCTION IS NOT PROPOSED FOR THIS TENDER ENQUIRY .	
22	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	
23	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	
24	Offers received without Signed Integrity Pact & witnessed 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 are as under Shri Bishwamitra Pandey, IRAS (Retd.) iem1@bhel.in Shri Otem Dai, IAS (Retd.) iem2@bhel.in Shri Mukesh Mittal, IRS (Retd.) <a href="mailto:iem3@bhel.in">iem3@bhel.in</a>	
25	Acceptance to "MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018"	
26	Jurisdiction: The competent courts at Bhopal in the state of Madhya Pradesh , India shall have sole jurisdiction.	
27	OEM Authorization : If not OEM,Authorization from OEM is to be submitted against tender enquiry.  If not submitted , your offer is liable for rejection.	
28	Conflict of Interest Clause: Bidders must comply with following:  "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder,; found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:  a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-	

	<p>assembly/ Assemblies from. one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal;· or</li> </ol> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid,· or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business own'ership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. “</p>	
29	<p>Any bidder from a country which shares a land border with India will be eligible to bid in this Tender Enquiry only if the bidder is registered with the Competent Authority (Registration Committee constituted by DPIIT).</p> <p>(Bidders to refer latest circulars with reference to Make In India/ GTE, issued by Ministry of Finance/ Department Of Expenditure.)</p>	
30	<p>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 &amp; Conditions is there, the terms &amp; conditions mentioned in this Annexure- I T&amp;C will prevail</p>	

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**Signature of vendor with date & seal**