

ANNEXURE-TC 1A
TO ENQUIRY No. E7293089
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.	Quotations are invited for entering into Framework Agreement (FA)/ Rate contract (RC) for procurement of Online Dissolved Gas Analyzer (Online DGA) for two-year period.	
2.	Frame work agreement (FA) shall be valid for ordering up to 2 years from date of finalization of FA.	
3.	Quantity of instruments mentioned in Enquiry Sheet is tentative. Variation in quantity shall be $\pm 30\%$ for each item.	
4.	Sealed quotations are invited in Two Part Bid System for supply of instruments as per BHEL Enquiry specification enclosed along with enquiry.	
5.	Sealed tender in two part bid system should be submitted in our tender room addressed to: Incharge, Tender Room, Ground Floor, Administrative Building, Bharat Heavy Electricals Limited, Piplani, Bhopal – 462022, India, so as to reach on or before 11.00 AM on Due date super-scribing our enquiry No. and due date on the envelope. Tenders shall be opened on the same day at 02.00 PM. Late tender shall NOT be entertained.	
6.	Offered instrument should be exactly in accordance with attached technical specification enclosed with this enquiry. Any deviation shall be clearly brought-out.	
7.	PRICE:	
7a.	Prices shall be quoted on FOR Destination basis, up to BHEL Bhopal, inclusive of freight and insurance charges.	
7b.	Prices shall remain firm till validity of the Framework Agreement and execution of POs issued against FA.	
8.	TERMS OF PAYMENT:	
8a.	Supply Payment:	
	i. 95% Payment along with full taxes & duties, within 90 days of receipt (45 days for MSME / NSIC registered suppliers as per relevant act in force) and acceptance of material at BHEL, Bhopal against SRV. Latest MSME certificate or CA certificate or Udhog Aadhaar certifying the MSME status of vendor shall be enclosed with offer to avail payment in 45 days as per MSME act else payment shall be done in 90 days as per BHEL's standard payment terms & conditions.	
	ii. Balance 5% after successful commissioning at site , subject to production of successful commissioning certificate from site.	
	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. Draft of PBG is available on BHEL Bhopal's B2B portal.	
8b.	Commissioning Payment:	
	i. 100% payment along with taxes & duties, after successful commissioning at site within 90 days/ 45 days (for MSME vendors) of commissioning of instrument at site, subject to production of successful commissioning certificate. If commissioning is being done on free of cost or commissioning charges are included in offered price of instrument, please specifically indicate here.	
8c.	No "Advance Payment" Term will be accepted	
9.	VALIDITY: The offer should remain valid up to 120 days from the tender opening date.	
10.	DELIVERY:	

10a.	Delivery Schedule: Delivery schedule shall be quoted earliest possible from the date of PO . Vendors quoting earlier delivery may be given preference. Bidder shall commit delivery period in number of weeks from PO date.	
10b.	Delivery Dates mentioned in Enquiry sheet are tentative. Actual delivery in PO shall be according to BHEL's requirement and delivery period quoted by vendor in its offer.	
10c.	Penalty for delay in supply: Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102) enclosed with the enquiry. Delivery shall be guaranteed by acceptance of penalty.	
10d.	Part shipment: Part shipment of material is not permissible.	
10e.	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.	
11.	WARRANTY:	
11a.	Warranty Period: The instrument shall be warranted for minimum 24 months from the date of successful commissioning or 30 months from the date of receipt at BHEL Bhopal, whichever is earlier.	
11b.	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.	
12.	Instruments are to be procured on individual item lowest cost to BHEL basis (Item wise L1).	
13.	Splitting of Quantities (For Enquiry Item #1 & Enquiry Item #3 Only):	
	a) Rate Contract quantity of Item #1 & Item #3 shall be split amongst two vendors in ratio of 65:35 as detailed below:	
	b) L1 Vendor: 65%: Rate Contract for 65% quantity will be finalized on L1 vendor for Item No #1 & Item No #3, subject to price reasonability.	
	c) L2 Vendor: 35%: 35% quantity of Item No #1 & Item No #3 will be offered to L2 vendor on L1 rates. If L2 vendor accepts the L1 rate, then RC for 35% quantity for both items will be finalized on L2 vendor. If L2 vendor refuses to accept the offer, then L1 rates will be offered to L3 vendor, and so on. If no vendor accepts the offer, then RC for 35% quantity will also be finalized on L1 vendor.	
14.	There shall be no distribution of quantity for Item No #2 and Item No #4 of enquiry. RC shall be finalized with L1 vendor only for 100% quantity.	
15.	BHEL reserves the right for reverse auction.	
16.	Shipping dimension & weight (of each instrument) to be furnished along with offer.	
17.	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.	
18.	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.	
19.	Independent External Monitor (IEM): For monitoring of Enquiry procedure, under Integrity Pact, an Independent External Monitor (IEM) is appointed by BHEL. IEM appointed for this contract, are: 1) Shri D.R.S Chaudhary, IAS (Retd.) Flat No. L-202 & L-203 (1st Floor) Ansal Lake View Enclave Shamla Hills, Bhopal- 462 013 (M.P.) Ph: +91 755 4050495 E-mail: dilip.chaudhary@icloud.com 2) Mrs. Praveen Tripathi, IA&AS (Retired), D-243, Anupam Gardens, New Delhi – 110 068 Phone: +91 11 29533206 / 29531715. E-mail: pravin.tripathi@gmail.com	
20.	Suppliers should meet the qualifying requirement as mentioned in Annexure D (Vendor Qualification Requirement for Online DGA) enclosed with enquiry. Offers from vendors not meeting the qualification requirements, shall be	

	summarily rejected, and Part-II i.e. Price bid of such vendors will not be opened.	
21.	BHEL reserves the right to extend the validity of rate contract and to increase the quantity of rate contract with mutual consent of vendor, subject to approval of competent authority.	
22.	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 1A will prevail.	

Signature of vendor with date & seal