

ANNEXURE-TC 1A
TO ENQUIRY No. E7293371
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 in Two Part Bid System (Techno-Commercial Bid – Part: 1 & Price Bid – Part: 2, separately) for supply of goods as per BHEL Enquiry specification. A blank copy of price bid (without indicating price) should be kept in Techno commercial bid (Part -1)	
2.	Sealed tender in two part bid system should be submitted in our tender room addressed to: In charge – 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.	
3.	Offered instrument should be exactly in accordance with attached technical specification enclosed with this enquiry. Any deviation shall be clearly brought-out.	
4.	PRICE:	
4.a	Material is to be supplied from vendor's works to the Consignee Address at: MSETCL KARAD, NEW KOYNA, MSECL Taladage (Kolhapur), MSETCL Hinjewadi MSETCL Chakan Pune and MSETCL DHULE	
4b.	Prices shall be quoted on FOR Destination basis up to MSETCL KARAD, NEW KOYNA, MSECL Taladage (Kolhapur), MSETCL Hinjewadi MSETCL Chakan Pune and MSETCL DHULE inclusive of freight and insurance charges.	
4c.	Prices shall remain firm till the completion of contract.	
5.	TERMS OF PAYMENT:	
5a.	Supply Payment:	
i.	95% 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 site against receipted LR and HEA Note.	
ii.	5% after successful commissioning at site (subject to production of successful commissioning certificate)	
iii.	Performance Bank Guarantee. PBG of 5% PO value valid till end of warranty period is to be submitted, prior to release of balance 5% payment.	
5b.	Commissioning Payment:	
i.	100% along with taxes & duties, after successful commissioning within 90 days/ 45 days for MSME vendors. (Subject to production of successful commissioning certificate). If commissioning is being done free of cost or commissioning charges are included in offered price of equipment, please specifically indicate here.	
6c.	No "Advance Payment" Term will be accepted	
7.	VALIDITY: The offer should remain valid upto 120 days from the tender opening date.	

8.	DELIVERY:	
8a.	Delivery Schedule: Delivery schedule shall be quoted earliest possible from the date of PO, to meet the delivery requirement given in our enquiry sheet. Vendors quoting earlier delivery may be given preference. Bidder shall commit delivery period in number of days / weeks/ months from PO date.	
8b.	Delivery Dates mentioned in Enquiry sheet are tentative. Actual delivery in PO shall be according to our requirement and delivery period quoted by vendor in its offer.	
8c.	Penalty: Penalty for delay in supply: Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102). Delivery shall be guaranteed by acceptance of penalty.	
8d.	Part shipment: Part shipment of material is not permissible.	
8e.	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.	
9.	WARRANTY:	
9a.	Warranty Period: The material shall be warranted for minimum 12 months from the date of successful commissioning or 18 months from the date of dispatch, whichever is earlier.	
9b.	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.	
10	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.	
	f) GSTIN No.	
11	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).	
12	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).	
13	BHEL reserves the right for reverse auction.	
14	Please furnish the shipping dimension & weight of consignment in your offer.	
15	Suppliers should meet the 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	
16.	Material is to be procured on total L1 basis for all 20 items of enquiry. Prices are to be quoted as per attached price bid format.	
16	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