

ANNEXURE-TC 2A
TO ENQUIRY No. E7293451

SPECIAL COMMERCIAL TERMS AND CONDITIONS

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 for supply of goods as per BHEL Enquiry specification.	
2.	Sealed tender in two part bid system should be submitted as per instruction given below: [i] Techno commercial bid and price bid without indicating price should be contained in one envelope super-subscribing the Enquiry No. [ii] Price bid indicating the price should be contained in another envelope super-subscribing the Enquiry No. [iii] Both the envelopes should be contained in single envelope super subscribing the Enquiry No. and this envelope should be submitted in our tender room addressed to Sr. Manager (MM-Coordination), BHEL, 2nd Floor, Administrative Building, P.O. Piplani, Bhopal-462022, India, so as to reach on or before 11.00 AM on Due date. Tenders shall be opened on the same day at 02.00 PM. In case bidder desires to send offer through email same may be sent directly to tender room at email id mmtender.bpl@bhel.in in two separate attachments 1st for Part-1 bid (Techno commercial bid and price bid without indicating prices) 2nd attachment for Part-2 bid Price bid indicating the Price. No late tender shall be entertained.	
3.	The offered material should be exactly in accordance with technical Specification enclosed with enquiry. Any deviation shall be clearly brought-out.	
4.	PRICE:	
4a.	Delivery terms to be strictly as per Sl No 03 of BHEL's Standard Terms and Conditions of Enquiry Form No BP200102.	
4b.	Prices shall remain firm till execution of the contract.	
5.	TERMS OF PAYMENT:	
5a.	Supply Payment: to be strictly as per Sl No 16 of BHEL's Standard Terms and Conditions of Enquiry Form No BP200102.	
5b.	No "Advance Payment" Term will be accepted.	
6.	VALIDITY:	
6a.	The offer should remain valid up to 120 days from the tender opening date.	
7.	DELIVERY:	
7a.	Delivery Schedule: Delivery schedule shall be quoted earliest possible from	

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	the date of LOI/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 to suit the delivery period indicated in the enquiry.	
7b.	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.	
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 minimum 12 months from the date of successful commissioning or 18 months from the date of dispatch, whichever is earlier.	
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.	BHEL reserves the right for reverse auction.	
13.	Please furnish the following details in your offer: a) Shipping dimension b) Weight of consignment c) Type of vehicle required for inland transport in India d) Whether items are stackable or not e) No of items that can be transported in one Vehicle.	
14.0	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.	
15.0	Offers received without Signed Integrity Pact shall be rejected. Price bid of	

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	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 1) Shri Arun Chandra Verma (Retd. IPS) Flat No. C -1204, C Tower, Amrapali, Platinum Complex Sector 119, Noida, U.P.) Phone: +91 8130386387 E-mail- acverma1@gmail.com 2) Shri Virendra Bahadur Singh (Retd. IPS) H. No. B-5/64, Vineet, Khand, Gomti Nagar, Lucknow – 226010 Phone- Ph: +91 8853760730/ 9818377360 Email- vbsinghips@gmail.com	
16.0	Suppliers should meet the 'Vendor Qualification Requirements' attached with the enquiry. Offers from vendors not meeting the qualification requirements and without supporting documents, shall be summarily rejected, and Part-II Price bid of such vendors will not be opened.	
17.0	The total requirement is given in KG which is for 16 Sets (± 2 sets). However, it is to be noted that 1Set=13501 KG (with $\pm 2\%$ variation allowed).	
18.0	Splitting of Quantity :	
a)	Total Quantity of Item #1 will be split between two vendors, as detailed below:	
b)	L1: 12 $\pm$ 1 Sets quantity will be finalized on L1 vendor, subject to price reasonability.	
c)	L2: 4 $\pm$ 1 Sets quantity will be offered to L2 vendor, on L1 rates. If L2 vendor accepts the offer, PO for this quantity 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, PO for this quantity will also be placed on L1 vendor.	
19.0	"The bidder along with its associate / collaborators / sub-contractors / sub vendors / consultants / service providers shall be strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice".	
20.0	Bid Should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure, or over writing shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.	
21.0	Vendors to submit enclosed annexure-IX dully signed and sealed along with part –I offer.	
22.0	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 2A will prevail.	

22.01.2020

Signature of vendor with date & seal