

ANNEXURE-T&C TO ENQUIRY

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 Confirmation (Yes/No)
1.	Quotations are invited in Two Part Bid System (Techno-Commercial Bid – Part: 1 & Price Bid – Part: 2, separately) for supply of goods & service as per BHEL specification.	
2.	TECHNICAL:	
2a.	Supplier has to confirm to furnish all the documents with supply as mentioned in the enquiry (Test certificate, Guarantee Certificate etc.)	
2b.	The offer should be strictly as per the documents enclosed with the enquiry. (Enquiry specification/technical annexure etc). Any deviation shall be clearly brought-out.	
2c.	Supplier should Strictly furnish their Offer as per the Supply, Technical and Inspection Conditions. Any deviation shall be clearly brought-out.	
3.	PRICE:	
3a.	Prices shall be quoted on Door Delivery basis, up to BHEL Bhopal inclusive of freight and insurance charges. All items would be procured on overall L-1 basis.	
3b.	Prices shall remain firm till execution of the contract.	
3c.	All applicable taxes and duties should be furnished clearly in percentage in the offer.	
4.	TERMS OF PAYMENT:	
4a.	Supply Payment:	
i.	80% along with full taxes & duties, within 90 days of receipt and acceptance of material at BHEL Bhopal (45 days for MSME supplier).	
ii.	20 % after successful commissioning at BHEL (subject to production of successful commissioning certificate). Commissioning must be accomplished within 1 year from supply.	
iii.	Performance Bank Guarantee: PBG of 5% PO value valid till end of warrantee period is to be submitted by supplier, prior to release of balance payment.	
4b.	No “Advance Payment” Term will be accepted.	

5.	VALIDITY:	
5a.	The offer should remain valid up to 90 days from the tender opening date.	
6.	DELIVERY:	
6a.	Delivery Schedule: Delivery schedule shall be quoted earliest possible from the date of PO/drawing approval, to meet the delivery requirement given in our enquiry sheet. Vendors quoting earlier delivery may be given preference.	
6b.	Penalty: Penalty for delay in supply: Penalty shall be levied @ ½% (Half percent) per week or part thereof subject to a maximum of 10% of the total contract value (as per BP200102). Delivery shall be guaranteed by acceptance of penalty.	
6c.	Timely delivery forms the essence of the contract. <u>If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source(s) at the Risk and Cost of the Seller.</u> In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser.	
7.	WARRANTY:	
7a.	Warranty Period: The equipment shall be warranted for minimum 12 months from the date of successful commissioning or 18 months from the date of dispatch, whichever is later.	
8.	The above terms and conditions shall be read in conjunction with BHEL's General Terms and Conditions to Enquiry document No. BP-200102 . This is available in MM B2B site on BHEL Bhopal's website https://bpl.bhel.com Wherever difference in terms & conditions is there, the terms & conditions mentioned in this Annexure T&C will prevail.	
9.	Offers directly received from Principal manufacturers will be preferred. In case of agents/dealers, valid authorization certificate from Principal is required to be furnished along with the offer.	
10.	Bidders must submit tender fees of INR 1000/- online through sbcollect at www.onlinesbi.com. A copy of receipt must be submitted with offer.	
11.	Unregistered but successful bidders must apply for online registration with BHEL at www.supplier.bhel.com	

Signature of vendor with date & seal