

ANNEXURE-TC1**TO ENQUIRY No E7483024****SPECIAL TECHNO-COMMERCIAL TERMS AND CONDITIONS****FOR (CAPACITOR OIL) /INDIGENOUS VENDORS ONLY**

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.	Confirm that material shall be supplied exactly as per BHEL's SPEC and Clause by clause acceptance to specifications has been given. Any deviation has been clearly brought out in the Technical Bid.		
2.	Supply quantity may vary by $\pm 5\%$. Please confirm acceptance.		
3.	Confirm that the offer has been submitted in two part:		
	3.1	The technical offer (Part I) contains:	
	3.1.1	All Technical Terms and specifications, conformance to each clause of our specification.	
	3.1.2	All the technical details like technical data sheet etc.	
	3.1.3	All commercial terms & conditions and conformance to BHEL's standard terms & conditions. Please refer to BP 200102 for detailed terms and conditions. These terms and conditions are also available at our website www.bhelbpl.co.in under vendor's portal. Apart from the standard terms & conditions bidders need to confirm acceptance to the terms and conditions mentioned in this annexure also. Wherever difference in Terms & Conditions are there, the terms & conditions mentioned in this Annexure-TC1 will prevail.	
	3.1.4	The offer should be valid for a minimum period of 120 days from Tender opening date.	
	3.2	Price Bid (Part II) should contain the unit rate of the item.	
	3.3	Please note that the offer is to be submitted in Two Part. Part I i.e. the techno-commercial bid shall be the un-priced bid comprising of the Technical and Commercial terms only. Part II, the Price bid shall be submitted in a separate envelope. Both the bids are to be enclosed in a single envelope super scribing the enquiry number and the due date of opening. The bids should be submitted in our tender room addressed to Tender Room, Ground Floor, Administrative Building, BHEL P.O. Piplani, Bhopal-462 022, India, so as to reach on or before 11.00 AM on Due Date, super-scribing our enquiry No. E7483024 and the date of tender opening on the envelope. Tenders shall be opened on the same day at 02.00 PM. Late tenders shall not be entertained hence please ensure to submit your offer in due time.	

		You are requested to quote in two parts for 2 bid enquiries. However, quotations submitted in single bid against our requirement of two bids will be considered only if the bid is techno-commercially accepted without seeking any clarifications from the vendor. Otherwise the bid is liable to be rejected.	
4.	PRICE:		
4a.	Prices shall be quoted on “For BHEL Bhopal” / “Door Delivery” basis inclusive of “Packing & Forwarding” charges (if any) have been quoted. The taxes and duties shall be paid extra as applicable at the time of dispatch. Transit insurance shall be arranged by you.		
4b.	Prices shall remain FIRM till execution of the contract.		
5.	TERMS OF PAYMENT:		
5a.	Supply Payment:		
	“100% payment in 90 days (45 days in case of MSMED) after receipt & acceptance at our works” is only acceptable. No advance payment term shall be acceptable to BHEL. In case payment gets delayed due to any reasons, overdue interest payment will not be made. BHEL reserves the right to reject or suitable load your offer in case BHEL’s standard payment terms and other conditions are not agreed. For preference payment under MSMED scheme kindly submit NSIC certificate or EM-II and CA certificate along with offer.		45 days or 90 days
5b.	No “Advance Payment” Term will be accepted.		
6.	Please confirm that the following have been considered and clearly mentioned in the Techno Commercial bid (Part D):		
	6.1	Type of Item (Supply/Trading/Services),	
	6.2	Input Tax Credit Applicable (Y/N),	
	6.3	GST Type (IGST/CGST+SGST/UGST),	
	6.4	HSN /SAC code	
	6.5	Applicable value/ rate of GST.	
	6.6	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).	
	6.7	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).	
	6.8	Whether the bidder is a manufacturer or trader. In case the bidder is a trader, the make of the cable should be mentioned. The letter of authorization also to be furnished along with the offer.	
6.	DELIVERY:		
6a.	Deliveries lead time from PO date for each lot.		
6b.	Maximum quantity that can be supplied in a month		
6c.	Penalty: Penalty for delay in supply: Penalty shall be levied @ ½% (Half percent) per week subject to a maximum of 10% of the total contract value. Delivery shall be guaranteed by acceptance of penalty.		

7.	WARRANTY:	
7a.	Warranty Period: The equipment shall be warranted for minimum 12 months from the date of receipt.	
7b.	Warranty Replacements: Any warranty replacement during warranty period shall be provided on FOR Destination (BHEL Bhopal) basis only. Taxes & duties if any, for such cases shall be to the account of vendor only.	
8.	Except in case of standard force-majeure conditions, if material gets delayed exceptionally beyond the scheduled delivery date, BHEL reserves the option to cancel the order and procure the material from other sources at risk and cost to vendor. Confirm your acceptance.	
9.	Test Certificates / Guarantee certificates must be furnished along with the supplies.	
10.	BHEL reserves the right to conduct a reverse auction. Please confirm acceptance.	
11.	Vendor should meet the pre-qualifying requirements as mentioned in Annexure-PQR. Offers from vendor not meeting the pre-qualifying requirements shall be summarily rejected and their Part-II (price bid) will not be opened.	

Signature of Vendor:

Name:

Designation:

Phone No.:

Mobile No.:

Fax No.:

Email:

Seal:

Date: