

**ANNEXURE-TC III (A)**  
**TO ENQUIRY No. E7233089R**  
**SPECIAL COMMERCIAL TERMS AND CONDITIONS**  
**FOR 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 for procurement of Press Board Item #01-Item #11 as per NIT/ Enquiry E7233089R	
2	Reverse auction (RA) is not proposed for this tender enquiry	
3.	Sealed tender in TWO part bid system should be submitted in our tender room addressed to Sr. Manager (MM-Coordination), BHEL, 2 <sup>nd</sup> Floor, Administrative Building, P.O. Piplani, Bhopal-462 022, India, so as to reach on or before 11.00 AM IST on Enquiry Due date <b>super-scribing our enquiry No. &amp; Due date, on the envelope</b> . Tenders shall be opened on the same day at 02.00 PM. IST <b>No late tender shall be entertained</b> . Offers to be submitted in two separate envelopes containing techno-commercial offer in one envelope and price bid in a separate envelope, both envelopes then to be sent in a single packet.  Tender can also be submitted through mail directly at <a href="mailto:mmtender.bpl@bhel.in">mmtender.bpl@bhel.in</a> in TWO part BID system. (max size of documents to be attached is limited to 20 MB)	
4.	The offered material should be exactly in accordance with technical Specification enclosed with enquiry & NIT <b>SOLID PRESS BOARD AS PER IEC:60641-3-1 TYPE B.3.1 {2008} &amp; LAMINATED PRESSBOARD AS PER IEC: 60763-3-1 TYPE LB 3.1A.2{2010}</b> Any deviation shall be clearly brought-out.	
5	PRICE:	
5.a	Prices shall be quoted on FOR Destination basis up to BHEL BHOPAL inclusive of freight, insurance, packing etc Taxes & Duties shall be paid extra as applicable .	
5.b	Prices shall remain firm till execution of the contract.	
5.c	TERMS OF PAYMENT:	
5.c.i	Supply Payment:	
	Indigenous: 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar/Udyam registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. Any deviation from the above payment terms, if accepted by BHEL , shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.	
5.c.ii	No "Advance Payment" Term will be accepted	
5.d	<b>Tax and Duties:</b> The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price. Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits).	

	<p>GST/ Income Tax TDS applicable as per Law shall be deducted. Indian Bidders-Bidders to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.</p> <p>Vendor to ensure compliance to timely filing of monthly GST return . GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.</p>	
6.	<b>VALIDITY:</b>	
6a.	The offer should remain valid upto 120 days from the tender opening date.	
7.	<b>DELIVERY:</b>	
7a.	<p>Delivery Schedule: 90 days from PO</p> <p><b>RC Validity :</b> The RC is valid for 1 year from the date of RC finalization for ordering purpose. Further, 3 months validity from date of expiry of RC for ordering shall be kept for supplies.</p>	
7b.	<p><b>Delivery Schedule / LD applicability.</b></p> <p><b>Penalty for delay in supply:</b> Penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value.</p> <p>However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value.</p> <p><b>Indigenous Bidders-:</b> LR date in case of ex-works and UMID in case of FOR destination shall be taken as actual date of delivery.</p>	
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.	<b>WARRANTY:</b>	
8a.	Warranty Period: The material shall be warranted for 12 months from the date of receipt. Refer general terms and conditions of enquiry warranty cl 18 A of BP 200102A	
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	<p>Taxes and Duties- GST portion of invoice shall be released only on the same being declared by the vendor in its GSTR1 return and the same being reflected in GSTR 2A of BHEL Bhopal.</p> <p>Indian Bidders-Bidders to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.</p> <p>Vendor to ensure compliance to timely filing of monthly GST return . GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.</p>																																																													
13.	<p>Please furnish the following details in your offer:</p> <p><b>a) PQR documents</b>  <b>b) Letter of confirmation for Total Compliance to Technical specification without any deviation from Vendor.</b>  <b>c) Annexure TC III (A) filled &amp; signed</b>  <b>d) Udyam</b>  <b>e) MII Declaration, if applicable</b>  <b>f) Vendor declaration</b>  <b>g) Integrity Pact</b></p> <p><b>After PO</b>  <b>a) Test certificates with each Lot</b></p> <p><b>If above documents are not submitted, your offer is liable for rejection</b></p>																																																													
14	<p><b>PQR Criteria:</b> Offer from PGCIL approved vendors for 765kv class ( Power Transformer/Reactors) will be only be considered .Suppliers should meet the (PQR ) qualifying requirement .Offers from vendors not meeting the qualification requirements, shall be summarily rejected, and Part-II Price bid of such vendors will not be opened.</p>																																																													
15.	Items are to be procured on Individual Item L1 basis																																																													
15a	Quantity variation of +/- 5 % applicable																																																													
16.	The above terms and conditions shall be read in conjunction with BHEL's Standard Terms and Conditions of Enquiry Form No BP200102A enclosed with enquiry. Wherever difference in terms & Conditions is there, the terms & conditions mentioned in this Annexure-TC III(A) will prevail.																																																													
17.	Price Evaluation of rates of vendors shall be done on the basis of landed cost at BHEL Bhopal in INR																																																													
18.	<p>MII &amp; MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars.</p> <p>GTE restriction is not applicable for this tender enquiry.</p>																																																													
19	Acceptance to BHEL GTC BP200102A																																																													
20	<b>Splitting of Quantity</b>																																																													
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		<b>Vendors</b>									
	1	100									
	2	65	35								
	3	48	31	20							
	4	37	29	19	15						
	5	31	25	19	14	11					
	6	27	23	18	13	11	8				
	7	24	20	18	13	10	8	7			
	8	21	19	17	13	10	8	7	5		
	9	20	18	15	13	10	8	7	5	4	
	10	19	17	15	13	10	8	7	5	4	2
20.3	RC quantity shall be split amongst vendors in above mentioned ratios as per number of techno commercially qualified vendors in the tender.										
20.4	<b>Quantity for L1 Vendor:</b> RC quantity as per above mentioned ratio of L1 vendor (in line with number of techno commercially qualified vendors) shall be finalized on L1 vendor for individual items, subject to price reasonability.										
20.5	<b>Quantity for L2 Vendor:</b> RC quantity as per above mentioned ratio of L2 vendor (in line with number of techno commercially qualified vendors) shall be offered to L2 vendor for individual items, on L1 rates. If L2 vendor accepts the offer, then RC for that 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, then RC for that quantity will also be finalized on L1 vendor.										
20.6	<b>Quantity for L3 Vendor:</b> RC quantity as per above mentioned ratio of L3 vendor (in line with number of techno commercially qualified vendors) will be offered to L3 vendor for individual items, on L1 rates. If L3 vendor accepts the offer, then RC for that quantity will be finalized on L3 vendor. If L3 vendor refuses to accept the offer, then L1 rates will be offered to L4 vendor, and so on. If no vendor accepts the offer, then RC for that quantity will be finalized on L1 vendor. & So on ..										
20.7	All efforts will be made by BHEL to maintain proportionate quantity distribution among vendors to the extent possible. However, vendors to note that quantity distribution may vary at the time of final ordering due to ordering on "Total cost to BHEL" basis.										
20.8	If less than 3 vendors quoted against this tender enquiry , BHEL will be having the discretion to SPLIT the quantity in 2 vendors in the ratio ( 65:35) or 1 vendor ( 100 %).										
21	TEST REPORT TO BE FURNISHED FOR EACH LOT & THIKNESS HAVING ALL PARAMETERS AS PER SMQP NO. CC/QA/SMQP/01 REV.00 Final Inspection/ Acceptance at BHEL BHOPAL										
22	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										
23	Offers received without Signed Integrity Pact shall be rejected. Price bid of 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 is as under										
<b>Sl</b>	<b>IEM</b>										<b>Email</b>

	<p>1. Shri Bishwamitra Pandey, IRAS (Retd.) <a href="mailto:iem1@bhel.in">iem1@bhel.in</a></p> <p>2. Shri Otem Dai, IAS (Retd.) <a href="mailto:iem2@bhel.in">iem2@bhel.in</a></p> <p>3. Shri Mukesh Mittal, IRS (Retd.) <a href="mailto:iem3@bhel.in">iem3@bhel.in</a></p>	
24	Acceptance to “MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018”	
25.	Jurisdiction: The competent courts at Bhopal in the state of Madhya Pradesh , India shall have sole jurisdiction.	
26	OEM Authorization : Authorization from OEM is to be submitted against tender enquiry.  If not submitted , your offer is liable for rejection.	
27	<p><b>Conflict of Interest Clause:</b> Bidders must comply with following:</p> <p>“A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder, found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; or  b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or  c) they have the same legal representative/agent for purposes of this bid; or  d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or  e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or  f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:  1. The principal manufacturer directly or through one Indian agent on his behalf; and  2. Indian/foreign agent on behalf of only one principal; or  g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or  h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. “</p>	
28	<p>Any bidder from a country which shares a land border with India will be eligible to bid in this Tender Enquiry only if the bidder is registered with the Competent Authority (Registration Committee constituted by DPIIT).</p> <p>(Bidders to refer latest circulars with reference to Make In India/ GTE, issued by Ministry of Finance/ Department Of Expenditure.)</p> <p>The above clause is in addition to Vendor PQR Criteria.</p>	

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**Signature of vendor with date & seal**