

ANNEXURE-TC III (A)
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 #3 as per NIT (Dimension range is Given)	
2	Kindly ensure to submit your offer well before enquiry due date. Late tender shall not be entertained and shall be summarily rejected.	
3	<p>The offered material should be exactly in accordance with technical Specification enclosed with enquiry & NIT</p> <p>#01- PRECOMPRESSED PRESS BOARD 1TK TO 6 TK * 1800-2100MM*3100-3200MM AS PER AA21108 REV05.</p> <p>Quantity: 300MT</p> <p>#02- PRECOMPRESSED PRESS BOARD 8TK TO 25 TK * 1800-2100MM*3000-3200MM AS PER AA21109 REV05.</p> <p>Quantity: 250MT</p> <p>#03- PRECOMPRESSED PRESS BOARD 50 TK * 1800-2100MM*3000-3200MM AS PER AA21109 REV05.</p> <p>Quantity: 100MT</p> <p>Any deviation shall be clearly brought-out.</p> <p>Approximately quantity required 50 MT/ month for all the sizes</p>	
4	PRICE:	

4.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.	
4.b	Prices shall remain firm till execution of the contract.	
4.c	TERMS OF PAYMENT:	
4.c.i	100% Payment along with full taxes & duties within 90 days of receipt (60 days for Medium Enterprises /45 days for MSE / NSIC registered suppliers as per relevant act in force) after acceptance of material and submission of relevant documents i.e. Invoice, receipted LR & e-way bill. Any deviation from the above payment terms, if accepted by BHEL, shall be Repo Rate + 4% for the purpose of bid evaluation.	
4.c. ii	No "Advance Payment" Term will be accepted	
5	VALIDITY:	
5.a	Rate Contract Validity: The Rate Contract is valid for 2 years 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. RC Quantity variation of $\pm 30\%$ is applicable	
5.b	Offer Validity: The offer should remain valid upto 120 days from the tender opening date.	
6	DELIVERY:	
6.a	Tentative Delivery Schedule from RC finalization date: Lot1: 90days Lot2: 180days Lot3: 300days Lot4: 420days Early delivery acceptable Approximately quantity required 50 MT/ month for all the sizes. POs shall be placed as per BHEL requirements.	

6.b	<p>Delivery Schedule / LD applicability.</p> <p>Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery.</p> <p>Total undelivered order value above shall be item wise, lot wise order value of PO.</p> <p>Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC) and same shall have overriding effect on anything mentioned in instant GTC.</p> <p>Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation and termination of the order.</p>	
7	WARRANTY:	
7.a	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 of BP 200102B.	
7.b	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.	
8	Suppliers have to submit offer with compliance to GST. Please furnish the following details	
8.a	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	
9	In case GST credit is delayed/denied to BHEL due to on/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).	

10	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).	
11	<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>	
12	<p>Please furnish the following details in your offer:</p> <ul style="list-style-type: none"> a) PQR documents b) Letter of confirmation for Total Compliance to Technical specification without any deviation from Vendor. c) Annexure TC III (A) filled & signed d) Udyam e) MII Declaration f) Vendor declaration g) Integrity Pact h) OEM Authorization letter, in case offer is submitted by Non-OEM <p>After PO</p> <ul style="list-style-type: none"> a) Test certificates with each Lot <p>If above documents are not submitted, your offer is liable for rejection</p>	
13	<p>PQR Criteria: As per Annexure</p>	
14	Items are to be procured on Individual Item L1 basis	
15	Supply Quantity variation of +/- 5 % applicable	
15.a	RC Quantity Variation (Item-wise) : +/- 30 % applicable	

16	Item is divisible in nature & shall be procured in line with latest MSE/MII Purchase preference circulars issue by GOI.	
17	Price Evaluation of rates of vendors shall be done on the basis of landed cost at BHEL Bhopal in INR	
18	MII & MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars. GTE restriction is applicable for this tender enquiry. Authorized representative to provide MII declaration from OEM with CA certified.	
19	Acceptance to BHEL GTC BP 200102B	
20	Splitting of Quantity	
20.a	Splitting of Quantities amongst vendors: On Individual Item L1 basis Distribution of quantity of rate contract amongst vendors – Between 2 vendors in the Ratio 65:35. If counter offer not accepted by others vendors, then full quantity to be awarded to L1 vendor.	
21	Inspection: TPIA as per (QC/TCB/QAP/BO/30)	
22	Integrity Pact (IP):	
22.a	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.	
22.b	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.	
22.c	Independent External Monitor (IEM):	

	<p>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</p> <p>I. Dr. Sarat Kumar Acharya, Ex-CMD, NLC iem1@bhel.in 2. Shri R. Mukundan, IRPS (Retd.) iem2@bhel.in 3. Shri Madan Lal Meena, IAS (Retd.) iem3@bhel.in</p>	
23	Acceptance to “MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018”	
24	Jurisdiction: The competent courts at Bhopal in the state of Madhya Pradesh, India shall have sole jurisdiction.	
24	<p>OEM Authorization: If Not OEM, Authorization from OEM is to be submitted against tender enquiry.</p> <p>If not submitted, your offer is liable for rejection.</p>	
25	<p>The above terms and conditions shall be read in conjunction with BHEL’s Standard Terms and Conditions of Enquiry Form No BP 200102B enclosed with enquiry.</p> <p>Wherever difference in terms & Conditions is there, the terms & conditions mentioned in this Annexure-TC III(A) will prevail.</p>	
26	<p>Treatment of cases regarding conflict of interest:</p> <p>The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations: i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;</p> <p>ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;</p> <p>iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids</p>	

	<p>are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.</p> <p>iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.</p> <p>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	
27	<p>Breach of contract, Remedies and Termination: In case of breach of contract, recovery of 10% of total contract value shall be applicable. Recovery shall be done by encashing security instruments like Contract Execution Bank Guarantee, performance bank guarantee, EMD. In case value of security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>	
	<p>Any Bidder falling under MSE Category Shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p>	

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ST & Women owned)	
Micro				
Small				

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.