

ANNEXURE-TC III (B)
TO ENQUIRY
SPECIAL COMMERCIAL TERMS AND CONDITIONS
FOR FOREIGN 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.
. Offers received without this acceptance, may be treated as non-responsive and shall be liable for rejection.

Sl. No.	Terms & Conditions	Vendor's Remarks (Yes/No)															
1.	<div>Sealed Quotations are invited for procurement of Press Board Item #01-Item #2 as per NIT/ Enquiry</div> <table><tr><th>PI Item No</th><th>Item Desc Short</th><th>Qty</th><th>UOM</th><th>Qty Variation (%)</th></tr><tr><td>1</td><td>LAMINATED PRESSBOARD 25THX2000-2200X3000-4200 MM AS PER SPECIFICATION AA21109 REV 05.</td><td>50</td><td>MT</td><td>5</td></tr><tr><td>2</td><td>LAMINATED PRESSBOARD 50THX2000-2200X3000-4200 MM AS PER SPECIFICATION AA21109 REV 05.</td><td>100</td><td>MT</td><td>5</td></tr></table>	PI Item No	Item Desc Short	Qty	UOM	Qty Variation (%)	1	LAMINATED PRESSBOARD 25THX2000-2200X3000-4200 MM AS PER SPECIFICATION AA21109 REV 05.	50	MT	5	2	LAMINATED PRESSBOARD 50THX2000-2200X3000-4200 MM AS PER SPECIFICATION AA21109 REV 05.	100	MT	5	
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2	LAMINATED PRESSBOARD 50THX2000-2200X3000-4200 MM AS PER SPECIFICATION AA21109 REV 05.	100	MT	5													
2.	Reverse auction (RA) is not proposed for this tender enquiry																
3.	<div>Sealed tender in two-part bid system should be submitted in our tender room addressed to:</div> <div>In-charge – Tender Room, Ground Floor, Administrative Building, Bharat Heavy Electricals Limited, Piplani, Bhopal – 462022, India</div> <div>so as to reach on or before 11.00 AM IST on Enquiry Due date super-scribing our enquiry No. and due date on the envelope. Tenders shall be opened on the same day at 02.00 PM IST. Late tender shall NOT be entertained. 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.</div> <div>Tender can also be submitted through mail directly at mmtender.bpl@bhel.in in TWO part BID system (max size of documents to be attached is limited to 20 MB)</div>																
4.	The offered material should be exactly in accordance with technical Specification enclosed with enquiry & NIT SOLID PRESS BOARD AS PER IEC:60641-3-1 TYPE B.3.1 {2008} & LAMINATED PRESSBOARD AS PER IEC: 60763-3-1 TYPE LB 3.1A.2{2010} Any deviation shall be clearly brought-out.																
5.	PRICE:																
5.a	Prices shall be quoted on CFR/ CIF JNPT Nhavasheva basis in foreign currency.																

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5.b	Prices shall remain FIRM till execution of the contract.	
5.c	Tax and Duties: Ref BHEL GTC BP 200102B given with enquiry	
5.c	TERMS OF PAYMENT:	
5.c.	Supply Payment:	
i	Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise. Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.	
ii	No "Advance Payment" Term will be accepted.	
6.	VALIDITY:	
6a.	The offer should remain valid upto 90 days from the tender opening date.	
7.	DELIVERY:	
7a.	Delivery Schedule: Lot1- 60 days, Lot2-180 days, Lot3-270 days after PO placement However, the POs delivery may be beyond this period based on actual requirement of BHEL. Early delivery may also be acceptable as per BHEL requirement.	
7b.	Penalty / LD applicability. Penalty for delay in supply: As per BHEL GTC BP200102B.	
7c.	Part shipment: Part shipment of material may be permissible as per BHEL requirement.	
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.	
7e.	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.	

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8.	WARRANTY:	
8a.	Warranty Period: As per SL.No 18 BHEL GTC BP200102B	
9.	Warranty Replacements: As per BHEL GTC	
10.	<p>Please furnish the following details in your offer:</p> <p>a) Shipping dimension b) Weight of consignment c) Vendor PQR documents d) Letter of confirmation for Total Compliance to Technical specification without any deviation from Vendor e) PEBC certificate f) Vendor declaration g) Integrity Pact h) Acceptance to PART B OF ANNEXURE TC III (B)</p> <p>After PO a) Test certificates with each Lot/ Item wise If above documents are not submitted, your offer is liable for rejection</p>	
11.	Please furnish Permanent establishment and business connection declaration as per applicable Annexures. Please fill in Annexure I or Annexure II (whichever is applicable) and enclose the same along with tender documents.	
12.	<p>Pre- Qualification Requirements (PQR):</p> <p>“The base material must be from the manufacturer of Press Board who are approved for PGCIL 765 kV Class Transformer/Reactor. Manufacturer should be approved by POWERGRID for Press Board sheets for 765 KV class Transformer/ Reactor.</p> <p>Vendor to submit POWERGRID Compendium showing their's name in the POWERGRID compendium/ POWERGRID approval letter in support of the same.”</p>	
13	Items are to be procured on Individual Item L1 basis	
14	Supply Quantity variation of +/- 5 % is acceptable.	
15	The above terms and conditions shall be read in conjunction with BHEL's Standard Terms and Conditions of Enquiry Form No BP200102B enclosed with enquiry. Wherever difference in terms & Conditions is there, the terms & conditions mentioned in this Annexure-TC III(B) will prevail.	
16	Price Evaluation of rates of vendors shall be done on the basis of landed cost at BHEL Bhopal in INR	
17	<p>MII & 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>	
18	Acceptance to BHEL GTC BP200102B	

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Annexure PO 11 (2) to Page 10 of 10

19	Part quantity is acceptable.										
20	Splitting of Quantity										
20.0	Splitting of Quantities amongst vendors:										
20.1	It is recommended for distribution of tendered quantity amongst vendors as per Purchase policy and Guidelines & on Individual Item L1 basis										
20.2	Distribution of quantity amongst vendors (On Individual Item L1 basis) shall be limited to “N-1” vendors (if N is 3 or more), where N is total techno commercially qualified vendors as per clause 12.2 of purchase policy 2013 .										
20.3	In view of above recommendations, Individual Item quantity shall be distributed amongst vendors as detailed below.										
	No. of Techno Commercially Qualified Vendors	L1	L2	L3	L4	L5	L6	L7	L8	L9	L10
1		100									
2		65	35								
3		48	32	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
20.4	Quantity shall be split amongst vendors in above mentioned ratios as per number of techno commercially qualified vendors in the tender.										
20.5	Quantity for L1 Vendor: 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.										
20.6	Quantity for L2 Vendor: 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 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 for that quantity will also be finalized on L1 vendor.										
20.7	Quantity for L3 Vendor: 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 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 for that quantity will be finalized on L1 vendor.										
20.8	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.										
20.9	If less than 3 vendors quoted against this tender enquiry, BHEL will be having the discretion to										

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		SPLIT the quantity in 2 vendors in the ratio (65:35) or 1 vendor (100 %).													
	20.10	BHEL reserves the right to order part quantity													
20	The Destination terminal handling charges (DTHC) when paid by BHEL directly to the terminal, will not be paid to the Shipping Line. For cases where Shipping line forcefully charges the DTHC to BHEL, the same along with any additional/consequential expenses incurred (like detention/ demurrage, etc.) will be recoverable from supplier Bills.														
21	TEST REPORT TO BE FURNISHED FOR EACH LOT & THICKNESS HAVING ALL PARAMETERSAS PER SMQP NO. CC/QA/SMQP/01 REV.0 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 & witness 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.														
	<p>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</p> <table><tr><th>SI</th><th>IEM</th><th>Email</th></tr><tr><td>1.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem1@bhel.in</td></tr><tr><td>2.</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3.</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr></table> <p>Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department’s officials whose contact details are provided below: Details of contact person(s):</p> <p>(1) Name: Rajesh Kumar Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755-250 3483 Email: rajesh.kur@bhel.in</p> <p>(2) Name: Rakesh Sharma Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755 250 3792 Email: r.sharma@bhel.in</p>		SI	IEM	Email	1.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem1@bhel.in	2.	Shri Otem Dai, IAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	
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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: If Not OEM, Authorization from OEM is to be submitted against tender enquiry.														

Signature of vendor with date & seal

	If not submitted, your offer is liable for rejection.	
27.	<p>Conflict of Interest Clause: 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 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>	
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>	

Signature of vendor with date & seal