

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.	Sealed Quotations are invited for procurement of Press Board Item #01-Item #10 as per NIT/ Enquiry					
	PI Item No	Item Desc Short	Qty	UOM	Qty Variation (%)	
	1	SOLID PRESS BOARD 1.5MMX2000-2200MMX3000-4200 MM AS PER AA21108 .	50	MT	5	
	2	SOLID PRESS BOARD 2MMX2000-2200MMX3000-4200 MM AS PER AA21108	100	MT	5	
	3	SOLID PRESS BOARD 3MMX2000-2200MMX3000-4200MM AS PER AA21108	120	MT	5	
	4	SOLID PRESS BOARD 4MMX2000-2200MMX3000-4200MM AS PER AA21108	40	MT	5	
	5	SOLID PRESS BOARD 6MMX2000-2200MMX3000-4200 MM AS PER AA21108	50	MT	5	
	6	SOLID PRESSBOARD 8MMX2000-2200MMX3000-4200 MM AS PER AA21108	70	MT	5	
	7	LAMINATED PRESS BOARD 12THX2000-2200MMX3000-4200MM AS PER AA21109	120	MT	5	
	8	LAMINATED PRESS BOARD 16MMX2000-2200MMX3000-4200 MM AS PER AA21109	80	MT	5	
	9	LAMINATED PRESS BOARD 25MMX2000-2200MM X3000-4200 MM AS PER AA21109	40	MT	5	
	10	LAMINATED PRESSBOARD 50MMX2000-2200MMX3000-4200 MM AS PER AA21109	100	MT	5	

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	Total	770	MT		
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: In-charge – Tender Room, Ground Floor, Administrative Building, Bharat Heavy Electricals Limited, Piplani, Bhopal – 462022, India 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. 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)				
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.				
5.b	Prices shall remain FIRM till execution of the contract.				
5.c	Tax and Duties: Ref BHEL GTC BP 200102C 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 @ "Repo Rate + 4%", 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.				

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ii	No "Advance Payment" Term will be accepted.	
iii	LC charges shall be as " Yours on yours and Ours on us"	
6.	VALIDITY:	
6a.	The offer should remain valid upto 90 days from the tender opening date.	
7.	DELIVERY:	
7a.	Delivery Schedule: LOT 1: 30.07.27. LOT 2: 30.11.27. LOT 3: 20.03.28. However, the POs delivery may be beyond this date 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 BP 200102C .	
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 enashing 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.	
8.	WARRANTY:	
8a.	Warranty Period: As per SL.No 18 BHEL GTC BP 200102C	
9.	Warranty Replacements: As per BHEL GTC BP 200102C	
10.	Please furnish the following details in your offer: 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)	

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	After PO a) Test certificates with each Lot/ Item wise If above documents are not submitted, your offer is liable for rejection																						
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.	Pre- Qualification Requirements (PQR): Refer Pre-qualification criteria attached with enquiry																						
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 BP 200102C 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	MII & MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars. GTE restriction is not applicable for this tender enquiry.																						
18	Acceptance to BHEL GTC BP 200102C																						
19	Part quantity is acceptable.																						
20	Splitting of Quantity																						
	20.0 Splitting of Quantities amongst vendors:																						
	20.1 It is recommended for distribution of PI quantity of RC amongst vendors as per Purchase policy and Guidelines & on Individual Item L1 basis																						
	20.2 Distribution of quantity of rate contract 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 of RC shall be distributed amongst vendors as detailed below.																						
	<table><tr><td>No. of Techno Commercially Qualified Vendors</td><td>L1</td><td>L2</td><td>L3</td><td>L4</td><td>L5</td><td>L6</td><td>L7</td><td>L8</td><td>L9</td><td>L10</td></tr><tr><td>1</td><td>100</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	No. of Techno Commercially Qualified Vendors	L1	L2	L3	L4	L5	L6	L7	L8	L9	L10	1	100									
No. of Techno Commercially Qualified Vendors	L1	L2	L3	L4	L5	L6	L7	L8	L9	L10													
1	100																						

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	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	RC 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: 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.											
20.6	Quantity for L2 Vendor: 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.											
20.7	Quantity for L3 Vendor: 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.											
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 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 PARAMETERS AS 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											

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	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.	
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. If not submitted, your offer is liable for rejection.	
27.	Conflict of Interest Clause: Bidders must comply with following: "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: 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 authorize 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. "	
28	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). (Bidders to refer latest circulars with reference to Make in India/ GTE, issued by Ministry of Finance/ Department of Expenditure.) The above clause is in addition to Vendor PQR Criteria.	

Signature of vendor with date & seal

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