ANNEXURE-TC III (A)
TO ENQUIRY
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.
. Offers received without this acceptance, may be treated as non-responsive and shall be liable for rejection.

<table>
<tr><th>Sl. No.</th><th>Terms & Conditions</th><th>Vendor's Remarks (Yes/ No)</th></tr>
<tr><td>1.</td><td>Sealed Quotations are invited for procurement of Press Board Item #01-Item #4 as per NIT/ Enquiry
<table>
<tr><th>SL. NO</th><th>ITEM</th><th>QUANTITY</th></tr>
<tr><td>1</td><td>LAMINATED PRESSBOARD 12THX2000-2200X3000-4200 MM AS PER SPECIFICATION AA21109 REV 05.</td><td>40 MT</td></tr>
<tr><td>2</td><td>LAMINATED PRESSBOARD 16THX2000-2200X3000-4200 MM AS PER SPECIFICATION AA21109 REV 05.</td><td>50 MT</td></tr>
<tr><td>3</td><td>LAMINATED PRESSBOARD 25THX2000-2200X3000-4200 MM AS PER SPECIFICATION AA21109 REV 05.</td><td>40 MT</td></tr>
<tr><td>4</td><td>LAMINATED PRESSBOARD 50THX2000-2200X3000-4200 MM AS PER SPECIFICATION AA21109 REV 05.</td><td>120 MT</td></tr>
</table></td><td></td></tr>
<tr><td>2</td><td>Reverse auction (RA) is not proposed for this tender enquiry</td><td></td></tr>
<tr><td>3.</td><td>Sealed tender in TWO-part bid system should be submitted in our tender room addressed to

Sr. Manager (MM-Coordination), BHEL, 2nd 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 super-scribing our enquiry No. & Due date, on the envelope. Tenders shall be opened on the same day at 02.00 PM.IST No late tender shall 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)</td><td></td></tr>
<tr><td>4.</td><td>The offered material should be exactly in accordance with technical Specification enclosed with enquiry & NIT
LAMINATED PRESSBOARD AS PER IEC: 60763-3-1 TYPE LB 3.1A.2{2010}
Any deviation shall be clearly brought-out.</td><td></td></tr>
<tr><td>5</td><td>PRICE:</td><td></td></tr>
</table>

Signature of vendor with date & seal

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 Micro & Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. In case of dispatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. 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	**Tax and Duties:** Ref S.No 14 of BHEL GTC BP 200102B given with enquiry	
6.	VALIDITY:	
6a.	The offer should remain valid upto120 days from the tender due date.	
7.	DELIVERY:	
7a.	Delivery Schedule:	

Item	**Lot1- 180 days from PO date**	**Lot2- 210 days from PO date**	**Lot3- 240 days from PO date**
LAMINATED PRESSBOARD 12THX2000-2200X3000-4200 MM	20 MT	10 MT	10 MT
LAMINATED PRESSBOARD 16THX2000-2200X3000-4200 MM	20 MT	15 MT	15 MT
LAMINATED PRESSBOARD 25THX2000-2200X3000-4200 MM	20 MT	10 MT	10 MT
LAMINATED PRESSBOARD 50THX2000-2200X3000-4200 MM	40 MT	40 MT	40 MT
Total	**100MT**	**75MT**	**75MT**

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.

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7b.	**Penalty / LD applicability.** **Penalty for delay in supply:** As per BHEL GTC BP200102B	
8.	Part shipment: Part shipment of material may be permissible as per BHEL requirement.	
8a	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.	
9	WARRANTY:	
9a	Warranty Period: As per SL. No 18 BHEL GTC BP200102B	
9b	Warranty Replacements: As per BHEL GTC	
10	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	
12.	Please furnish the following details in your offer: **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, if applicable** **f) Vendor declaration** **g) Integrity Pact** **h) OEM authorization for tender enquiry** **After PO** **a) Test certificates with each Lot for obtaining dispatch clearance** **If above documents are not submitted, your offer is liable for rejection**	
13	**Pre- Qualification Requirements (PQR):** Refer Pre-qualification criteria attached with enquiry "The vendor should be either manufacturer of Press Board for 765 kV Class Transformer/ Reactor as per BHEL Enquiry OR their authorized representative. Authorized representative to submit authorization letter from the manufacturer as a documentary proof. Manufacturer should be approved by POWERGRID for Press Board component for 765 KV class Transformer/ Reactor. Vendor to submit POWERGRID Compendium showing their OEM's name in the POWERGRID compendium/ POWERGRID approval letter in support of the same."	

Signature of vendor with date & seal

14.	Items are to be procured on Individual Item L1 basis	
15	Supply Quantity variation of ± 5 % will be acceptable.	
16.	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(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.	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.	
19	Acceptance to BHEL GTC BP200102B	
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 ItenmL1 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	Individual Item quantity of RC 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	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.

Signature of vendor with date & seal

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

21 TEST REPORT TO BE FURNISHED FOR
EACH LOT & THIKNESS 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 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

Sl	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

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):

(1) **Name: Rajesh Kumar** Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755-250 3483 Email: rajesh.kur@bhel.in

(2) **Name: Rakesh Sharma** Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755 250

Signature of vendor with date & seal

	3792 Email: r.sharma@bhel.in	
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