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 #2 as per NIT/ Enquiry
<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></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
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.</td><td></td></tr>
<tr><td>5</td><td>PRICE:</td><td></td></tr>
<tr><td>5.a</td><td>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.</td><td></td></tr>
<tr><td>5.b</td><td>Prices shall remain firm till execution of the contract.</td><td></td></tr>
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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 Sl. No. 14 of BHEL GTC BP 200102B given with enquiry	
6.	VALIDITY:	
6a.	The offer should remain valid upto 90 days from the tender due 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	
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:	
	Warranty Period: As per SL. No 18 BHEL GTC BP200102B	
	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),	

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	c) GST Type (IGST/CGST+SGST/UGST),	
	d) HSN /SAC code	
	e) Applicable value/ rate of GST.	
	e) GSTIN No	
11.	Quantity Variation: +/-5% acceptable	
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 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. Vendor to submit POWERGRID Compendium showing their's name in the POWERGRID compendium/ POWERGRID approval letter in support of the same. "	
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**	

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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 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 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 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 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

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	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 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.	

Signature of vendor with date & seal

	If not submitted, your offer is liable for rejection.	
27	**Conflict of Interest Clause: Treatment of cases regarding conflict of interest:** 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; ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating; 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. 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. 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 suitab1e action shall be taken by BHEL as per extant policies/ guidelines.	
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