

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.

Sl. No.	Terms & Conditions	Vendor's Remarks (Yes/ No)															
1.	<p>Sealed Quotations are invited for procurement of BO PP FILM Item #01 to Item #4 as per NIT/ Enquiry</p> <table border="1"> <thead> <tr> <th>SL. NO</th><th>ITEM</th><th>QUANTITY</th></tr> </thead> <tbody> <tr> <td>1</td><td>BO PP FILM 9 UN X 320 MM WIDE, AS PER SPEC. BP22861 R12</td><td>10000 KG</td></tr> <tr> <td>2</td><td>BO PP FILM 10 UN X 320 MM WIDE, AS PER SPEC. BP22861 R12</td><td>70000 KG</td></tr> <tr> <td>3</td><td>BO PP FILM 11 UN X 320 MM WIDE, AS PER SPEC. BP22861 R12</td><td>80000 KG</td></tr> <tr> <td>4</td><td>BO PP FILM 12 UN X 320 MM WIDE, AS PER SPEC. BP22861 R12</td><td>10000 KG</td></tr> </tbody> </table>	SL. NO	ITEM	QUANTITY	1	BO PP FILM 9 UN X 320 MM WIDE, AS PER SPEC. BP22861 R12	10000 KG	2	BO PP FILM 10 UN X 320 MM WIDE, AS PER SPEC. BP22861 R12	70000 KG	3	BO PP FILM 11 UN X 320 MM WIDE, AS PER SPEC. BP22861 R12	80000 KG	4	BO PP FILM 12 UN X 320 MM WIDE, AS PER SPEC. BP22861 R12	10000 KG	
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2	Reverse auction (RA) is not proposed for this tender enquiry																
3.	<p>Sealed tender in TWO-part bid system should be submitted in our tender room addressed to</p> <p>Sr. Manager (MM-Coordination), BHEL, 2nd Floor, Administrative Building, P.O. Piplani, Bhopal-462 022, India,</p> <p>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.</p> <p>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)</p>																
4.	The offered material should be exactly in accordance with technical Specification enclosed with enquiry & NIT for BO PP FILM (9 UN X 320 MM WIDE, 10 UN X 320 MM WIDE, 11 UN X 320 MM WIDE & 12 UN X 320 MM WIDE) AS PER SPEC. BP22861 R12. Any deviation shall be clearly brought-out.																
5	PRICE:																
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.																

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5.b	PVC IS NOT APPLICABLE																																											
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 upto 120 days from the tender due date.																																											
7.	DELIVERY:																																											
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Signature of vendor with date & seal

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.	<p>Please furnish the following details in your offer:</p> <p>a) PQR documents</p> <p>b) Letter of confirmation for Total Compliance to Technical specification without any deviation from Vendor.</p> <p>c) Annexure TC III (A) filled & signed</p> <p>d) Udyam</p> <p>e) MII Declaration, if applicable</p> <p>f) Vendor declaration</p> <p>g) Integrity Pact</p> <p>h) Self-declaration letter for confirmation regarding OEM status or authorization certificate from the manufacturer</p> <p>i) Powergrid approved vendor list mentioning supplier's name/powergrid approval letter/test report</p> <p>After PO</p> <p>a) Test certificates with each Lot for obtaining dispatch clearance</p> <p>If above documents are not submitted, your offer is liable for rejection</p>	

Signature of vendor with date & seal

13	<p>Pre- Qualification Requirements (PQR): Refer Pre-qualification criteria attached with enquiry</p> <p>(1) “The vendor should be either manufacturer of Capacitor BOPP film or their authorized representative. Authorized representative to submit authorization letter from the manufacturer as a documentary proof.- Self-declaration letter for confirmation regarding OEM status or authorization certificate from the manufacturer required from bidder”.</p> <p>(2) “Supplier should be approved by Powergrid, India as on technical bid opening date. As proof of the same supplier should submit Powergrid approved vendor list mentioning supplier’s name/powergrid approval letter/test report, along-with the bid documents”.</p>	
14.	Items are to be procured on Individual Item L1 basis	
15	Supply Quantity variation of 10 % 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.	<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>	
19	Acceptance to BHEL GTC BP200102B	
20	Splitting of Quantity not applicable	
21	<p>TEST REPORT TO BE FURNISHED FOR EACH LOT</p> <p>FINAL INSPECTION AND ACCEPTANCE AT BHEL BHOPAL & CUSTOMER MQP APPLICABLE & ATTACHED</p>	
22	<p>Integrity Pact (IP):</p> <p>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</p>	
23	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.	

Signature of vendor with date & seal

	<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 border="1" data-bbox="156 398 1366 618"> <thead> <tr> <th>SI</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <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> </tbody> </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: Girish Meena Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755-250 5916 Email: girishmeena@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. If not submitted, your offer is liable for rejection.													

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27	<p>Conflict of Interest Clause: Bidders must comply with following:</p> <p>“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:</p> <p>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. “</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