

Annexure – II to Enquiry No E7203

SPECIAL TERMS AND CONDITIONS

Important: This format is to be submitted, along with Part-I of bid, duly signed by the bidder, as proof of acceptance. Any Deviation from the T&C mentioned below is NOT acceptable. Offers received without this acceptance, will be treated as non-responsive, and shall be liable for rejection.

SL. No	DESCRIPTION	VENDOR'S REMARKS (Y/N)
1.	TWO PART BID	
1.1	Sealed Quotations are invited on e-procurement portal from Indian vendors only in accordance with Public Procurement (preference to make in India), order 2017 and its revision/orders/amendments/circulars issued by DPIIT (Department for promotion of industry and Internal trade)/Government of India time to time. Quotations on e-procurement portal are invited in two part bid system for entering into rate contract of Press Board.	
1.2	Quotations/offers in two part bid system should be submitted by vendors on e-procurement portal on or before 11.00AM on Due date . Tenders shall be opened on the same day at 2.00 PM.	
1.3	Late tender shall not be entertained and shall be summarily rejected.	
2.	VENDOR QUALIFICATION REQUIRMENTS :	
2.1	Supplier to confirm that material shall be supplied exactly as per following BHEL. Specifications: - A) Solid Press Board 1.0 mm to 6.0 mm as per TRE 184 Rev 01. B) Laminated Press Board 8.0 mm to 50.0 mm as per TRE 185 Rev 01. The technical evaluation shall only be carried out only on this acceptance Any deviation should be clearly brought out in offer.	
2.2	Technical & Commercial qualification requirements of vendors against VQR, is given in enclosed Annexure –I. Vendors are requested to go through the same and submit the Annexure duly signed and sealed along with Part-1 Techno Commercial bid Documentary proof for all the parameters must be enclosed Relevant documents as proof of meeting against VQR (Vendor qualification requirement), must be submitted along with Part-1 Techno- Commercial bid.	
2.3	Bids Received without documentary proofs may be rejected for not meeting VQR requirements. Price bid of such vendors may not be opened.	
2.4	Offers from vendors not meeting the qualification requirements, shall be rejected and Part-2 Price bid of such vendors will not be opened.	
3.	RATE CONTRACT PERIOD	
3.1	Rate contract period: Rate contract will be applicable for the period of 24 months from the date of finalization of R/C for ordering.	
4.	RATE CONTRACT QUANTITIES	
4.1	Rate contract Quantities are for Rate Contract (R/C) period of two years for BHEL Bhopal requirement.	
4.2	Quantities of rate contract are as per Enquiry sheet.	
4.3	Rate contract quantity of each item may vary up to $\pm 25\%$ from the allocated R/C quantity, to each vendor, depending upon the actual requirement at the time of placement of orders during R/C period.	
5.	EVALUATION OF L1 VENDOR & SPLITTING OF QUANTITY BETWEEN VENDOR:	
5.1	L1 will be decided on individual Item wise L1 basis on lowest HESG Price (landed cost) at BHEL,	

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	Bhopal.	
5.2	Splitting of Quantities:	
	a) R/C will be splitted between two vendors in ratio of 65:35 as detailed below:	
	In Case of more than 2 techno commercial acceptable vendors	
	b) L1: 65%: R/C for 65% quantity will be finalized on L1 vendor subject to price reasonability by BHEL.	
	c) L2:35%: 35% quantity will be offered to L2 vendor on L1 rates. If L2 vendor accepts the offer, then R/C for 35% 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 R/C for 35% quantity will also be finalized on L1 vendor.	
	In case of 2 or less techno commercially acceptable vendors	
	d) If there are only two techno-commercial acceptable vendors, R/C quantity may be finalized on L1 Vendor or may be distributed between vendors in the ratio of 65:35.	
	e) If there are only one techno commercial acceptable vendor, BHEL reserves the right to allocate 100% quantity or the quantity required by BHEL to L1 vendor.	
	f) All efforts will be made by BHEL to maintain proportionate quantity distribution between L1 and L2 vendors to the extent possible. However, ordering against rate contract will depend upon the actual requirement /projects received by BHEL/vendors approved by BHEL customer.	
	g) Quantity variation for split quantities : Quantity variation of +/-25% will be applicable for individual vendors on split quantities also.	
	NOTE- Public Procurement (preference to make in India), order 2017 and its revision/orders/amendments/circulars issued by DPIIT (Department for promotion of industry and Internal trade)/Government of India time to time, will also be applicable on splitting of quantities of each item of Rate contract .	
6.	TAXES AND DUTIES :	
6.1	Please confirm that the following have been considered and clearly mentioned in the techno commercial bid (Part I) :	
	GSTIN	
	GST Rate	
	Input Tax Credit Applicable	
	GST Type (IGST/CGST+SGST/UGST)	
	HSN Code, 8 Digit no for each enquiry item separately	
	Any other taxes/duties with percentage.	
7.	PRICE AND TERMS OF DELIVERY	
7.1	Prices shall be quoted on FOR Destination basis, up to BHEL Bhopal .	
7.2	Freight and Transit Insurance shall be in the scope of supplier.	
7.3	Price shall remain firm till execution of the contract.	
8.	PURCHASE ORDERING.	
8.1	Individual purchase order shall be issued to vendors as per BHEL requirement.	
8.2	Variation of +/-5% in supply quantity on individual thickness is acceptable in individual P.O.	
8.3	BHEL reserves the right to issue purchase order for any quantity/numbers/lot as per requirement.	
9.	DELIVERY SCHEDULE	
9.1	Delivery shall be reckoned form date of issue of Purchase Order. Vendor has to quote their minimum best possible delivery period from the date of issue of order. Delivery date in PO shall be mentioned as per vendors quoted delivery & as per BHEL requirement whichever is later.	
9.2	Maximum quantity per month (in MT) that can be supplied against this R/C is to be uploaded as an enclosure with Techno-commercial Bid.	

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10.	PENALTY FOR LATE DELIVERY.	
10.1	Penalty for delay in supply: Penalty shall be levied @½% (Half percent) per week of delay from the scheduled delivery of individual Purchase Orders, subject to a maximum of 10% of the total Purchase Order value/Total order value shall be item wise, lot wise order value. Delivery shall be guaranteed by acceptance of penalty.	
11.	RISK PURCHASE.	
11.1	Except in case of standard force-majeure conditions or where dispatch clearance has not been given by BHEL, if material gets delayed exceptionally beyond the scheduled delivery date, BHEL reserves the option to cancel the order and procure the material from other sources at the risk and cost of vendors.	
12	TERMS OF PAYMENT:	
12.1	100% payment within 90 days of receipt (45 days for MSE including NSIC/Udyog Aadhar registered suppliers as per relevant act in force) subjected to acceptance of material at BHEL, on direct presentation of the documents.	
12.2	MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (where deemed validity of EMI II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.	
12.3	In case BHEL consider any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of SBI Base Rate plus 6 % for the credit period short of 90 days.	
13.	VALIDITY OF OFFER	
13.1	Validity of offer is to be given for minimum 120 days from due date of tender opening	
14.	INSPECTION TERMS	
14.1	BHEL authorized third party shall carry out the inspection at vendor's works as per QAP No.: QC/TCB/QAP/BO/30 Rev 03, Part I. Vendor shall provide all assistance during inspection. However, final acceptance shall be based on the inspection carried out at our works.	
14.2	Test certificates shall be provided along with supplies as per relevant specification. one copy of Inspection reports shall be furnished to BHEL Bhopal.	
15.	PRICE TO BE QUOTED	
15.1	Price to be quoted by vendor in Rs /MT for each item separately on e-procurement portal.	
16	INTEGRITY PACT (IP):	
16.1	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-1) duly signed and sealed.	
16.2	Offers received without signed pact shall be rejected, price bid of such vendors will not be opened.	

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16.3	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 : a) Shri Arun Chandra Verma, IPS (Retd.) email id- acvermal@gmail.com b) Shri Virendra Bahadur Singh, IPS (Retd.) email id- ybsinghips@gmail.com	
17.	GENERAL TERMS & CONDITIONS OF CONTRACT	
17.1	R/C finalization shall be done as per distribution of quantities explained above . Conditional offers Linked with ordering of total quantity will not be acceptable.	
17.2	In case of any deviations to our specifications or non – acceptance of our terms and conditions BHEL reserves the right to either reject the offer or suitably load the prices while calculating the Landed total cost to BHEL, Confirm your acceptance.	
17.3	The above terms and conditions shall be read in conjunction with BHEL’S standard terms and conditions of Enquiry for Indigenous Vendors Form No BP 200102. Same is enclosed for ready reference. Vendors to submit signed copy of BP 200102 along with techno-commercial bid.	
17.4	Wherever difference in terms & conditions is there, the terms & conditions mentioned in this Annexure will prevail	
17.5	As per Government of India guidelines this rate contract will be covered under Public Procurement (preference to make in India), order 2017 and its revision/orders/amendments/circulars issued by DPIIT (Department for promotion of industry and Internal trade)/Government of India time to time. Note- For this procurement, the local content to categorize a supplier as a Class I local supplier/Class II local Supplier/Non local supplier and purchase preference to Class I local supplier, is as defined in public procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT (Notice inviting tender), the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.	
17.6	Vendor has to specify local content in % (percentage) as per Public Procurement (preference to make in India), order 2017 and its revision/orders/amendments/circulars issued by DPIIT (Department for promotion of industry and Internal trade)/Government of India time to time.	

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