

**ANNEXURE- TC 1B**  
**TO ENQUIRY No. E7293089**  
**SPECIAL COMMERCIAL TERMS AND CONDITIONS**  
**FOR IMPORTED ITEMS/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.**

**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. | Terms & Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Vendor's Remarks (Yes/No) |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1.      | Quotations are invited for entering into Framework Agreement (FA)/ Rate contract (RC) for procurement of <b>Online Dissolved Gas Analyzer (Online DGA)</b> for two-year period.                                                                                                                                                                                                                                                                                                                       |                           |
| 2.      | Frame work agreement (FA) shall be valid for ordering up to 2 years from date of finalization of FA.                                                                                                                                                                                                                                                                                                                                                                                                  |                           |
| 3.      | Quantity of instruments mentioned in Enquiry Sheet is tentative. Variation in quantity shall be $\pm 30\%$ for each item.                                                                                                                                                                                                                                                                                                                                                                             |                           |
| 4.      | Sealed quotations are invited in Two Part Bid System for supply of instruments as per BHEL Enquiry specification enclosed along with enquiry.                                                                                                                                                                                                                                                                                                                                                         |                           |
| 5.      | Sealed tender in two part bid system should be submitted in our tender room addressed to: Incharge, Tender Room, Ground Floor, Administrative Building, Bharat Heavy Electricals Limited, Piplani, Bhopal – 462022, India, so as to reach on or before 11.00 AM on 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. Late tender shall NOT be entertained.                                                                   |                           |
| 6.      | Offered instrument should be exactly in accordance with attached technical specification enclosed with this enquiry. Any deviation shall be clearly brought-out.                                                                                                                                                                                                                                                                                                                                      |                           |
| 7.      | <b>PRICE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           |
| 7a.     | Prices shall be quoted on CIP Mumbai/ CIF Mumbai basis, <b>in foreign currency</b> .                                                                                                                                                                                                                                                                                                                                                                                                                  |                           |
| 7b.     | Prices shall remain <b>firm</b> till validity of the Framework Agreement and execution of POs issued against FA.                                                                                                                                                                                                                                                                                                                                                                                      |                           |
| 8.      | <b>TERMS OF PAYMENT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           |
| 8a.     | <b>Supply Payment:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
|         | i. <b>95% Payment</b> against irrevocable, unconfirmed Letter of Credit, payable within 90 days of the bill of lading/ Air way bill (BL/AWB) date. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, 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. |                           |
|         | ii. <b>Balance 5% after successful commissioning at site through Tele Transfer</b> , subject to production of successful commissioning certificate.                                                                                                                                                                                                                                                                                                                                                   |                           |
|         | iii <b>Performance Bank Guarantee:</b> PBG of 5% PO value valid till end of warrantee period is to be submitted, prior to release of balance 5% payment. Draft of PBG is available on BHEL Bhopal's B2B portal.                                                                                                                                                                                                                                                                                       |                           |
| 8b.     | <b>Commissioning Payment:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           |
|         | i. 100% along with taxes & duties, after successful commissioning site within 90 days through Tele Transfer, subject to production of successful commissioning certificate. If commissioning is being done free of cost or commissioning charges are included in offered price of equipment, please specifically indicate here.                                                                                                                                                                       |                           |
|         | ii. Please note that TDS on Income Tax in respect of services shall be applicable at the prevailing rates. Vendor to furnish the certificate of residence from the tax authorities (as applicable). Failure to furnish the same shall invite TDS on income tax at applicable higher rates as the case may be.                                                                                                                                                                                         |                           |
| 8c.     | <b>No "Advance Payment" Term</b> will be accepted                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                           |
| 9.      | <b>VALIDITY:</b> The offer should remain <b>valid up to 120 days</b> from the tender opening date.                                                                                                                                                                                                                                                                                                                                                                                                    |                           |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>10.</b>  | <b>DELIVERY:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| <b>10a.</b> | <b>Delivery Schedule:</b> Delivery schedule shall be quoted earliest possible from the date of PO and date of Letter of Credit. Vendors quoting earlier delivery may be given preference. Bidder shall commit delivery period in number of weeks from PO date and LC date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>10b.</b> | Delivery Dates mentioned in Enquiry sheet are tentative. Actual delivery in PO shall be according to BHEL's requirement and delivery period quoted by vendor in its offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>10c.</b> | <b>Penalty for delay in supply:</b> Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102) enclosed with the enquiry. Delivery shall be guaranteed by acceptance of penalty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>10d.</b> | <b>Part shipment:</b> Part shipment of material is not permissible.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>10e.</b> | <b>Short Shipment:</b> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| <b>11.</b>  | <b>WARRANTY:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| <b>11a.</b> | <b>Warranty Period:</b> The instrument shall be warranted for minimum <b>24 months</b> from the date of successful commissioning or <b>30 months</b> from the date of receipt at BHEL Bhopal, whichever is earlier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>11b.</b> | <b>Warranty Replacements:</b> Any warranty replacement during warranty period shall be provided on <b>FOR, BHEL Bhopal basis only</b> . Customs clearance and duty payments, if any, for such cases shall be to the account of vendor only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <b>12.</b>  | Instruments are to be procured on individual item lowest cost to BHEL basis (Item wise L1).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <b>13.</b>  | <b>Splitting of Quantities (For Enquiry Item #1 &amp; Enquiry Item #3 Only):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|             | a) Rate Contract quantity of Item #1 & Item #3 shall be split amongst two vendors in ratio of <b>65:35</b> as detailed below:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|             | b) <b>L1 Vendor: 65%:</b> Rate Contract for 65% quantity will be finalized on L1 vendor for Item No #1 & Item No #3, subject to price reasonability.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|             | c) <b>L2 Vendor: 35%:</b> 35% quantity of Item No #1 & Item No #3 will be offered to L2 vendor on L1 rates. If L2 vendor accepts the L1 rate, then RC for 35% quantity for both items 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 35% quantity will also be finalized on L1 vendor.                                                                                                                                                                                                                                                                                                                                     |  |
| <b>14.</b>  | There shall be no distribution of quantity for Item No #2 and Item No #4 of enquiry. RC shall be finalized with L1 vendor only for 100% quantity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| <b>15.</b>  | BHEL reserves the right for reverse auction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| <b>16.</b>  | Shipping dimension & weight (of each instrument) to be furnished along with offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <b>17.</b>  | <b>INTEGRITY PACT (IP):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|             | 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.                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| <b>18.</b>  | Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>19.</b>  | <b>Independent External Monitor (IEM):</b><br>For monitoring of Enquiry procedure, under Integrity Pact, an Independent External Monitor (IEM) is appointed by BHEL. IEM appointed for this contract, are:<br>1) <b>Shri D.R.S Chaudhary, IAS (Retd.)</b><br><b>Flat No. L-202 &amp; L-203 (1st Floor) Ansal Lake View Enclave</b><br><b>Shamla Hills, Bhopal- 462 013 (M.P.) Ph: +91 755 4050495</b><br><b>E-mail: <a href="mailto:dilip.chaudhary@icloud.com">dilip.chaudhary@icloud.com</a></b><br>2) <b>Mrs. Praveen Tripathi, IA&amp;AS (Retired),</b><br><b>D-243, Anupam Gardens, New Delhi – 110 068</b><br><b>Phone: +91 11 29533206 / 29531715.</b><br><b>E-mail: <a href="mailto:pravin.tripathi@gmail.com">pravin.tripathi@gmail.com</a></b> |  |
| <b>20.</b>  | Suppliers should meet the qualifying requirement as mentioned in Annexure D (Vendor Qualification Requirement for Online DGA) enclosed with enquiry. Offers from vendors not meeting the qualification requirements, shall be summarily                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |

|     |                                                                                                                                                                                                                                                                                     |  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|     | rejected, and Part-II i.e. Price bid of such vendors will not be opened.                                                                                                                                                                                                            |  |
| 21. | <b><u>Applicable Duties:</u></b> Please note that offer shall be evaluated on MERRIT basis with full duties applicable on instrument. No custom duty benefit/ import benefit shall be considered for imported material.                                                             |  |
| 22. | 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.                                                        |  |
| 23. | BHEL reserves the right to extend the validity of rate contract and to increase the quantity of rate contract with mutual consent of vendor, subject to approval of competent authority.                                                                                            |  |
| 24. | The above terms and conditions shall be read in conjunction with BHEL's Standard Terms and Conditions of Enquiry Form No. BP200102 enclosed with enquiry. Wherever difference in Terms & Conditions is there, the terms & conditions mentioned in this Annexure-TC 1B will prevail. |  |

-----  
**Signature of vendor with date & seal**