

Annexure – II**SPECIAL TERMS AND CONDITIONS FOR ENQUIRY E7213234**
(PRECOMPRESSED PRESSBOARD)

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 may be rejected.

SL. No.	DESCRIPTION	VENDOR'S REMARKS (Y/N)
1.	TWO PART BID:	
1.1	Sealed Quotations are invited in Two Part Bid System (Techno commercial Bid-Part: 1 & Price Bid – Part:2, separately) for entering into the Rate Contract of Imported Pressboard	
1.2	Sealed quotations in two part bid system should be submitted in our tender room addressed to DGM (MM-Coordination), BHEL, 2 nd Floor. Administrative Building, P.O. Piplani, Bhopal-462 022, India, so as to reach on or before 11.00 AM on Due date super-scribing our enquiry No. on the envelope. Tenders shall be opened on the same day at 02.00 PM. No late tender shall be entertained. Tender can also be submitted in tender room email ID mmtender.bpl@bhel.in in two part bid	
2.	TECHNICAL TERMS :	
2.1	Supplier to confirm that material shall be supplied exactly as per Technical parameters mention in enquiry. Any deviation from above should be clearly brought out in offer. BHEL has the right to accept/reject the offer on the basis of deviation submitted by vendor.	
2.2	Quantities may varies up to $\pm 25\%$ for individual thickness during supply against POs.	
2.3	Separate/individual Item wise L-1 bidder will be decided.	
2.4	VENDOR WHO WILL PARTICIPATE SHOULD BE MANDATORILY APPROVED BY PGCIL 765KV TRANSFORMER & REACTOR ON OR BEFORE PRICE BID OPENING DATE	
3.	TAXES AND DUTIES :	
3.1	Please confirm that the following have been considered and clearly mentioned in the techno commercial bid (Part I) :	
(I)	GSTIN	
(II)	GST Rate	%
(III)	Input Tax Credit Applicable	
(IV)	GST Type (IGST/CGST+SGST/UGST)	
(V)	HSN Code, 8 Digit no for each enquiry item separately.	
(VI)	Any other taxes/duties with percentage.	
4.	PRICE AND TERMS OF DELIVERY. (FOR INDIAN VENDOR)	
4.1	Prices shall be quoted on FOR Destination basis, up to BHEL Bhopal .	
4.2	Freight and Transit Insurance shall be in the scope of supplier.	
5.	PRICE TERMS OF DELIVERY (FOR FOREIGN VENDOR)	
5.1	100% against irrevocable, unconfirmed LC, payable within 90 days of the bill of lading/ Air way bill (BL/AWB) date. In case BHEL considers any deviation in	

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	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. The LC shall be valid for period of 90 days, unless agreed otherwise. Payment terms of CAD payable on 90th day of BL / HAWB date shall be preferred. Supplier shall confirm specifically between CAD & LC payment mode.	
5.2	Price shall remain firm till execution of the contract.	
5.3	Freight and Transit Insurance shall be in the scope of supplier.	
5.4	On quoting of other incoterms, BHEL has the right to accept/reject the offer/quotation submitted by vendor	
5.5	The evaluation currency for this tender shall be INR(Indian Rupees)	
6	Price Evaluation of rates shall be done on the basis of landed cost at BHEL Bhopal	
7.	DELIVERY SCHEDULE	
7.1	Delivery shall be reckoned from date of issue of Purchase Order. Delivery date in PO shall be mentioned as per BHEL requirement but not less than the agreed/quoted delivery period by vendor.	
8.	PENALTY FOR LATE DELIVERY.	
8.1	Penalty for delay in supply: Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102A). Penalty shall be levied @ ½% (Half percent) per week subject to a maximum of 10% of the total contract value. Total order value shall be Item wise, Lot wise order value. Delivery shall be guaranteed by acceptance of penalty.	
9.	RISK PURCHASE	
9.1	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 as per BHEL terms and conditions.	
10	TERMS OF PAYMENT (Indian Vendor):	
10.1	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.	
10.2	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 EM 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.	
10.3	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 or offer submitted by vendor may not be considered by BHEL.	
11	TERMS OF PAYMENT: (FOR FOREIGN VENDOR).	
11.1	100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or payment terms of CAD payable on 90 th day of B/L /AWB. In case BHEL	

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	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 or offer submitted by vendor may not be considered by BHEL. The LC shall be valid for period of 90 Days, unless agreed otherwise	
12.	VALIDITY OF OFFER	
12.1	Validity of offer is to be given for minimum 120 days from due date of tender opening	
12.	INSPECTION TERMS	
12.1	Indian & Foreign vendor: Inspection at BHEL Bhopal. However vendor to provide Test reports/certificates of raw material each lot/PO and take pre-dispatch clearance certificate from BHEL of each lot/PO before dispatch as per BHEL guidelines.	
12.2	Test reports/certificates of raw material each lot shall be provided, along with, as per relevant specification.	
13	INTIGRITY 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	
14	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.	
15	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 1) Shri Arun Chandra Verma (Retd. IPS) Flat No. C -1204, C Tower, Amrapali, Platinum Complex Sector 119, Noida, U.P.) E-mail- acvermal@gmail.com 2) Shri Virendra Bahadur Singh (Retd. IPS) H. No. B-5/64, Vineet, Khand, Gomti Nagar, Lucknow – 226010 Email- vbsinghips@gmail.com	
16.	GENERAL TERMS & CONDITIONS OF CONTRACT.	
16.1	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.	
16.2	The above terms and conditions shall be read in conjunction with BHEL & standard terms and conditions of Enquiry, Form No BP 200102. Please fill it & submit along with offer	
16.3	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,	

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	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.	
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