

ANNEXURE-T&C 3B
TO ENQUIRY No. E7523032
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.	Sealed Quotations are invited for procurement of following Bushing as per BHEL Technical Specification no- (1) 420KV 1250A OIL SF6 BUSHING TO SPEC. NO. BCE/PS/420/50 REV.00 (09 Nos.) (2) 245 KV 1250A OIL SF6 BUSHING TO SPEC. NO. BCE/PS/245/51 REV.00 (09 Nos.)	
2.	(A) Vendor should be either manufacturer of OIP/RIP/RIS bushings as per BHEL enquiry or its authorized representative. Authorized representatives to submit authorization letter from the manufacturer as documentary proof. (B) Supplier should be approved by POWERGRID for 420kV or higher voltage rating OIP/RIP/RIS condenser bushings (If offer submitted for 420kV bushings) & 245kV or higher voltage rating (If offer submitted for 245kV bushings) as on bid opening date . Supplier to submit POWERGRID approval letter/drg/Type test reports in support of the same.	
3.	Sealed Quotations are invited on e-procurement portal (https://eprocarebhel.co.in). Quotations on e-procurement portal are invited in two part bid system. Quotations/offers in two part bid system should be submitted by vendors on e-procurement portal on or before Due date. Late tender shall not be entertained and shall be summarily rejected.	
4.	The offered material should be exactly in accordance with technical Specification enclosed with enquiry. Any deviation shall be clearly brought-out in a separate sheet and mentioned in the remark's column. In case no separate deviation sheet is found, the offer shall be considered to be matching with BHEL's technical requirement.	
5.	PRICE:	
5.a	Prices shall be quoted on CIP JNPT Nhavasheva basis in foreign currency.	
5.b	Prices shall remain FIRM till execution of the contract. Reverse Auction is not proposed for this tender enquiry.	
5.c	Price evaluation of rates shall be done on basis of landed cost at BHEL Bhopal	
5.d	TERMS OF PAYMENT:	
5.e	Supply Payment:	
	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 payment terms i.e. early payment based	

	<p>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 established 2 Month prior to shipment date, valid for period of 90 days, unless agreed otherwise.</p> <p>Payment terms of CAD payable on 90th day of BL / HAWB date shall be preferred.</p> <p>Supplier shall confirm specifically between CAD & LC payment mode.</p>	
5.f	No "Advance Payment" Term will be accepted.	
6.	VALIDITY:	
6a.	The offer should remain valid upto 120 days from the tender opening date.	
7.	DELIVERY:	
7a.	Delivery Schedule:- Delivery schedule shall be quoted earliest possible from the date of PO, to meet the delivery requirement given in our enquiry sheet. Bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry. Kindly submit Activity Schedule for Delivery with the bid.	
7b.	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 order value. Total order value above shall be Item wise, Lot wise order value. Delivery shall be guaranteed by acceptance of penalty.	
7c.	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.	
8.	WARRANTY:	
8a.	Warranty Period: : The material shall be warranted for 12 months from the date of receipt. Refer general terms and conditions of enquiry warranty cl 18 A of BP 200102A	
9.	Warranty Replacements: Any warranty replacement during warranty period shall be provided on FOR Destination basis only . Customs clearance and duty payments, if any, for such cases shall be to the account of vendor only.	
10.	<p>Please furnish the following details in your offer: (WHICHEVER APPLICABLE)</p> <p>a) Shipping dimension b) Weight of consignment c) Type of vehicle required for inland transport in India d) Whether bushings are stackable or not e) No of bushings that can be transported in one Vehicle. f) Drawing, Datasheet g) O & M manual h) PQR documents (Annexure –I to PQR, Questionnaire to be submitted) (Customer approved vendor list applicable) i) Letter of confirmation for Total Compliance to Technical specification without any deviation from Vendor j)Activity Schedule</p> <p>After PO a)Test certificates b) O & M manual</p>	
11.	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.	
12.	Suppliers should meet the (PQR) qualifying requirement attached with the enquiry. Offers from vendors not meeting the qualification requirements, shall be summarily rejected, and Part-II Price bid of such vendors will not be opened	
13	Items are to be procured on Individual L1 basis	
14	The above terms and conditions shall be read in conjunction with BHEL's Standard Terms and Conditions of Enquiry Form No BP200102A enclosed with enquiry. Wherever difference in terms & Conditions is there, the terms & conditions mentioned in this Annexure-T&C 3B will prevail.	
15	The evaluation currency for this tender shall be INR	
16	MII & MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars. This item is indivisible in nature. Hence in case of Non-MSE bidder and/or MII-Class II bidder becoming L1 and MSE bidder is within 15% (for MSE purchase preference) /20% (for MII purchase preference) price band of L1 bidder, 100% quantity shall be offered to MSE/MII Class I supplier in accordance with price match provisions.	
17	Splitting & Divisibility of Item is not applicable for this tender enquiry.	
18	The Destination terminal handling charges (DTHC) when paid by BHEL directly to the terminal, will not be paid to the Shipping Line. For cases where Shipping line forcefully charges the DTHC to BHEL, the same along with any additional/consequential expenses incurred (like detention/ demurrage, etc) will be recoverable from supplier Bills.	
19	Integrity Pact (IP):	
19a	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 on all the pages .	
19b	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.	
19c	IP Clause : (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. Sl IEM Email 1. Shri Otem Dai, IAS (Retd.) iem1@bhel.in 2. Shri Bishwamitra Pandey, IRAS (Retd.) iem2@bhel.in 3. Shri Mukesh Mittal, IRS (Retd.) iem3@bhel.in (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.	

	<p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p>Note:</p> <p>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:</p> <p>Details of contact person(s):</p> <p>(1) Name: Ved Prakash Shukla Deptt: MM-TCB Address: Block-3, WWFF, Piplani BHEL Bhopal Phone: (Landline/ Mobile) 0755-250-3159 Email: ved.shukla@bhel.in</p> <p>(2) Name: Rakesh sharma (DGM) Deptt: MM-TCB Address: Block-3, WWFF, Piplani BHEL Bhopal Phone: (Landline/ Mobile) 0755-250-3792 Email: r.sharma@bhel.in</p>	
20	Acceptance to BHEL Conciliation Scheme 2018 as per Annexure -IV	
21	Inspection by BHEL/ CUSTOMER at suppliers works. Final Inspection & acceptance at BHEL. Material to be dispatched after getting dispatch clearance	
22	Following documents other than mentioned in GTC BP200102A, also to be submitted by vendor-	
22a	Original One set of Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate, etc as applicable, is to be submitted by Seller. If Seller and OEM are different, then Test Certificate/ Calibration Certificate/Third Party Inspection Certificate, etc as applicable, from OEM will be also be submitted by Seller. O&M Manual where called for, shall be submitted by Seller.	
22b	Seller's declaration that wood- packing material used in packing is in accordance with IPPC standard ISPM no.15 and has been labelled compliant with IPPC mark by manufacturers or beneficiary's declaration that woodpacking material has not been used packing of the goods.	
22c	PRE DISPATCH CLEARANCE ISSUED BY BHEL REFERENCING Original Test Certificate / Certificate of Conformity / Inspection Certificate / Third Party Inspection Certificate / Calibration Certificate No., etc., as applicable, and	

	their dates.	
22d	Certificate from shipping company or its agent or its owner or master or charterer stating that the carrying vessel is seaworthy and the vessel is classified by an approved classification society as per institute classification clauses and classified as LLOYDS 100 a1 or its equivalent classification stating that the vessel is not more than 25 years old.	
22e	Marine/air insurance policy or certificate, blank endorsed, dated not later than the date of OBL/AWB, full set in the negotiable form in the currency of credit covering 110% of the invoice value. Insurance to include institute cargo clauses (a), institute war clauses (marine cargo) and institute strike clauses (marine cargo) with claims payable in india. Insurance to cover from supplier's warehouse to JNPT NHAVA SHEVA MUMBAI / MUMBAI SEAPORT / MUMBAI AIRPORT/ ICD,MANDIDEEP,as applicable	
22f	The destination terminal handling charges (dthc) will be paid by bhel directly to the terminal and same will not be paid to the shipping line of vendor. If shipping line charges the dthc to bhel, the same along with any additional/consequential expenses incurred (like detention/ demurrage, ground rent, penalty, etc) will be recoverable from beneficiary's bills confirmed via seller's/beneficiary bank swift.	
22g	If seller/beneficiary does not comply or deviates from any of the above clauses/compliances, then any additional charges, demurrage, detention, ground rent, clearance charges, penalty, etc imposed on or borne by/paid to bhel due to such non-compliance/deviation, etc., shall be to the account of the seller/beneficiary and shall be recoverable from the seller's/beneficiary's bills confirmed via seller's/beneficiary bank swift.	
23	Delivery schedule will be as per ACTIVITY SCHEDULE annexure	
24	Restriction to quote by bidders from countries having land border with India, as per Public Procurement Order issued by Department of Expenditure, Govt. of India (https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf) and its amendments issued from time to time shall be applicable for this tender.	
25	<p>Conflict of Interest:</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> <ul style="list-style-type: none"> 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/ 	

	<p>Assemblies from. one bidding manufacturer in more than one bid;</p> <p>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 authorise only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none">1. The principal manufacturer directly or through one Indian agent on his behalf; and2. Indian/foreign agent on behalf of only one principal; or <p>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</p> <p>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>	
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Signature of vendor with date & seal

ACTIVITY SCHEDULE
(To be confirmed by the supplier)

Tender Enquiry No.: E7523033 Procurement of RIP BUSHING as per NIT/SPEC/ANNEXURE

Delivery Schedule: ITEM WISE DELIVERY SCHEDULE TO BE SUBMITTED

ITEM NO/ NAME : #1) 420KV 1250A OIL SF6 BUSHING TO SPEC. NO. BCE/PS/420/50 REV.00 (09 Nos.)

SI. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	Cumulative Time in Weeks from PO date	REMARKS IF ANY
1.	Material Readiness for Inspection after PO placement:			
2.	Inspection by BHEL or its customer at vendor's works	14 days (fixed by BHEL)		
3.	Time period (Upto BL date)	10 days		

ITEM NO/ NAME : #2) 245 KV 1250A OIL SF6 BUSHING TO SPEC. NO. BCE/PS/245/51 REV.00 (09 Nos.)

SI. NO.	ACTIVITY	ACTIVITY TIME IN WEEKS	Cumulative Time in Weeks from PO date	REMARKS IF ANY
1.	Material Readiness for Inspection after PO placement:			
2.	Inspection by BHEL or its customer at vendor's works	14 days (fixed by BHEL)		
3.	Time period (Upto BL date)	10 days		

Note:

- 1) Inspection call shall be raised 21 days prior to readiness for inspection considering the time required to arrange the same.

Signature & Seal
Date: