

ANNEXURE- TC -I TO ENQUIRY No. E-7413006 (Aluminium Foil)
SPECIAL TECHNO-COMMERCIAL TERMS AND CONDITIONS
FOR 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 Confirmation (Yes/No)
1.1	Sealed Quotations are invited on e-procurement portal (https://eprocurebhel.co.in). Quotations on e-procurement portal are invited in two part bid system.	
1.2	Quotations/offers in two part bid system should be submitted by vendors on e-procurement portal on or before Due date. Tenders shall be opened on the next day.	
1.3	Late tender shall not be entertained and shall be summarily rejected.	
2.	VENDOR QUALIFICATION REQUIREMENTS (TECHNICAL) :	
2.1	Supplier to confirm that material shall be supplied exactly as per BHEL. Specifications. 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 VENDOR PRE-QUALIFICATION REQUIREMENT 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	BHEL reserves the right to verify information & documents submitted by the vendor. In case the information given is found to be false/ incorrect, the offer shall be rejected.	
2.4	Bids Received without documentary proofs may be rejected for not meeting VQR requirements. Price bid of such vendors may not be opened.	
2.5	Offers from vendors not meeting the Vendor qualification requirements, shall be rejected and Part-2 Price bid of such vendors will not be opened.	
2.6	Late tender shall not be entertained and shall be summarily rejected	
3.	PRICE:	
3a.	Prices shall be quoted on CIF Mumbai/ CIF JNPT NHAVA SHEVA basis in foreign currency.	
3b.	Prices shall remain firm till execution of the contract.	

Signature of vendor with date & seal

3d	PRICE BID (PART II) :Suppliers have to quote their rates only in the unit mentioned in the e-template./ BOQ	
4.	TERMS OF PAYMENT:	
4a.	Supply Payment:	
i.	<p>i) 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 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>ii) Please note that in case of a confirmed Letter of Credit, all the confirmation charges shall be borne by the beneficiary. Also, in case of a sight L/C, the offer should be suitably loaded to bring all the offers at par.</p> <p>iii) The letter of credit shall be valid for a period of 3 months (inclusive of the negotiation period of 14 days in case of air dispatch and 21 days in case of sea dispatch)</p> <p>iv) Supplier shall confirm specifically between CAD & LC payment mode. Payment terms of CAD payable on 90th day of BL / AWB date shall be preferred.</p>	
ii	No "Advance Payment" Term will be accepted.	
5.	VALIDITY:	
5a.	The offer should remain valid up to 120 days from the tender opening date.	
6.	DELIVERY:	
6a.	Foreign vendors must quote the lead time both with respect to the Purchase Order and the L/C date. The delivery shall be counted from the date of Establishment of L/C. Delivery shall be in the lots as specified in the Purchase Order / Letter Of Credit. At the time of release of order, the delivery indicated shall be tentative and will vary till the L/C is established. Once the L/C is established, the delivery schedules will be as per the lead time quoted in the offer and will be final.	
6b.	Penalty: Penalty for delay in supply: Penalty shall be levied @ ½% (Half percent) per week subject to a maximum of 10% of the total contract value. Delivery shall be guaranteed by acceptance of penalty.	
6c.	Part shipment: Part shipment of material is not permissible.	
6d.	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.	
6e.	Port of Discharge / delivery shall be CIF Mumbai/ CIF JNPT NHAVA SHEVA Seaport for Sea Shipment & Mumbai Airport in case of air shipment whereas.	
7.	The above terms and conditions shall be read in conjunction with General Terms and Conditions of Enquiry, BP- 200102. This is attached along with the enquiry.	

Signature of vendor with date & seal

	Wherever difference in terms & conditions is there, the terms & conditions mentioned in this Annexure T&C-A will prevail.	
8.	All items are to be procured on overall L1 basis.	
9.	Supply quantity may vary by $\pm 5\%$. Please confirm acceptance.	
10.	The material shall have warranty for minimum of 12 months from the date of receipt.	
11.	Warranty Replacements: Any warranty replacement during warranty period shall be provided on FOR Destination (BHEL Bhopal) basis only. Customs clearance and duty payments, if any, for such cases shall be to the account of vendor only.	
12.	Except in case of standard force-majeure conditions, if material gets delayed exceptionally beyond the scheduled delivery date, BHEL reserves the option to cancel the order & procure the material from other sources at risk & cost to vendor. Confirm your acceptance.	
13.	Test Certificates/ Guarantee Certificates must be furnished before material dispatch for obtaining Dispatch Clearances. Material needs to be dispatched only after getting dispatch clearance from purchaser.	
14.	<p>Please furnish the following with your offer:</p> <ul style="list-style-type: none"> a. Shipping Information required (Annexure attached) b. Permanent establishment & Business Connection (PEBC) declaration as per applicable PEBC annexure attached 	

Signature of vendor with date & seal

ANNEXURE- TC -I TO ENQUIRY No. E-7413006 (Aluminium Foil)
SPECIAL TECHNO-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.

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 Confirmation (Yes/No)
1.1	Sealed Quotations are invited on e-procurement portal (https://eprocurebhel.co.in). Quotations on e-procurement portal are invited in two part bid system.		
1.2	Quotations/offers in two part bid system should be submitted by vendors on e-procurement portal on or before Due date. Tenders shall be opened on the next day.		
1.3	Late tender shall not be entertained and shall be summarily rejected.		
2.	VENDOR QUALIFICATION REQUIREMENTS (TECHNICAL) :		
2.1	Supplier to confirm that material shall be supplied exactly as per BHEL. Specifications. 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 VENDOR PRE-QUALIFICATION REQUIREMENT 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	BHEL reserves the right to verify information & documents submitted by the vendor. In case the information given is found to be false/ incorrect, the offer shall be rejected.		
2.4	Bids Received without documentary proofs may be rejected for not meeting VQR requirements. Price bid of such vendors may not be opened.		
2.5	Offers from vendors not meeting the Vendor qualification requirements, shall be rejected and Part-2 Price bid of such vendors will not be opened.		
2.6	Late tender shall not be entertained and shall be summarily rejected		
3.	PRICE:		
3a.	3ai	For Indigenous vendors- Prices shall be quoted on FOR Destination basis Upto BHEL Bhopal inclusive of freight & insurance.	
		Please confirm that the following have been considered and clearly mentioned in the techno commercial bid (Part-1):	
	i	GSTIN	

Signature of vendor with date & seal

	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.		
3b	Prices shall remain firm till execution of the contract.			
3c	PRICE BID (PART II) :Suppliers have to quote their rates only in the unit mentioned in the e-template./ BOQ			
4.	TERMS OF PAYMENT:			
4a.	Supply Payment:			
	i.	100% payment within 90 days of receipt (45 days for MSME including NSIC/Udyog Aadhar registered suppliers as per relevant act in force) subjected to a acceptance of material at BHEL, on direct presentation of the documents		
	ii	No "Advance Payment" Term will be accepted.		
5.	VALIDITY:			
5a.	The offer should remain valid up to 120 days from the tender opening date.			
6.	DELIVERY:			
6a.	Delivery Schedule: Delivery schedule shall be quoted earliest possible from the date of LOI/PO, to meet the delivery requirement given in our enquiry sheet.			
6b.	Penalty: Penalty for delay in supply: Penalty shall be levied @ ½% (Half percent) per week subject to a maximum of 10% of the total contract value. Delivery shall be guaranteed by acceptance of penalty.			
7.	The above terms and conditions shall be read in conjunction with General Terms and Conditions of Enquiry, BP- 200102. This is attached along with the enquiry. Wherever difference in terms & conditions is there, the terms & conditions mentioned in this Annexure T&C-A will prevail.			
8.	All items are to be procured on overall L1 basis.			
9.	Supply quantity may vary by ±5%. Please confirm acceptance.			
10.	The material shall have warranty for minimum of 12 months from the date of receipt.			
11.	Warranty Replacements: Any warranty replacement during warranty period shall be provided on FOR Destination (BHEL Bhopal) basis only.			
12.	Except in case of standard force-majeure conditions, if material gets delayed exceptionally beyond the scheduled delivery date, BHEL reserves the option to cancel the order & procure the material from other sources at risk & cost to vendor. Confirm your acceptance.			
13.	Test Certificates/ Guarantee Certificates must be furnished before material dispatch for obtaining Dispatch Clearances. Material needs to be dispatched only after getting dispatch clearance from purchaser.			

Signature of vendor with date & seal

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

BHOPAL-462022**ANNEXURE –I, PQR****VENDOR PRE-QUALIFICATION REQUIREMENT**

ITEM: ALUMINIUM FOIL 5UN X 83 MM WIDE		
Vendor should meet the pre-qualifying requirements as mentioned below. Offers from vendor not meeting the pre-qualifying requirements shall be summarily rejected and their Part-II (price bid) will not be opened.		
Serial No.	DESCRIPTION	Vendor's Remarks (Yes/No)
1.00	Technical:	
	1.10 The vendor should be either Manufacturer of Aluminium Foil- High purity for Capacitor or their authorized representative. Authorized representative to submit authorization letter from the Manufacturer as a documentary proof.	
	1.20 The manufacturer should have supplied at least 1000 Kg of similar type of Aluminium Foil- High Purity for Capacitor as per BHEL Spec. BP 12399 in the last 5 years from the tender opening date. Vendor to submit the un-priced copy of purchase order and copy of invoice / dispatch documents / test reports.	
2.00	COMMERCIAL:	
	2.10 BHEL reserves the right to verify information and documents submitted by the vendor. In case the information is found to be false / incorrect, the offer shall be rejected.	
	2.20 New vendors who are not registered with BHEL, Bhopal must submit supplier evaluation form (SRF) to our Supplier Development Cell (SDC). Details of formalities and editable SRF are available on vendor's portal on our website www.bhel.com. The form should be submitted duly filled along with the requested documents.	
	2.30 Relevant documentary proof for above points must be furnished along with bid for scrutiny.	
	2.40 All documents must be in Hindi or English only.	

Name:

Signature of Vendor:

Designation:

Phone No.:

Mobile No.:

Fax No.:

Email:

Seal:

Date:

.....
Signature & Seal of vendor

Company Letter head

Date: {insert date}

To,
Bharat Heavy Electricals Limited
Piplani
Bhopal-462023
Madhya Pradesh
India

I/We hereby certify (for the period from* _____ to _____) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company does not have and is not likely to have a permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and _____ ("the tax treaty" for short).
4. In this regard, it is further confirmed that:
 - the Company does not have or is not likely to have a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
 - the Company does not have or is not likely to have any dependent agent in India as stipulated in Article 5 of the tax treaty
5. The company does not have any business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which business is carried on in India.

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For& On behalf of

{Insert name of the company}

Authorized Signatory with Seal

*The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this period.

Company Letter head

Date: {insert date}

To,
Bharat Heavy Electricals Limited
Piplani
Bhopal-462023
Madhya Pradesh
India

I/We hereby certify (for the period from *_____ to _____) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company has its permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and _____("the tax treaty" for short).
And/or
4. the Company has a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
And/or
5. the Company has agent(not of independent status) in India as stipulated in Article 5 of the tax treaty
And/or
6. The company has business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which its business is carried on in India.

But as far as our business dealing with your organization is concerned we are not using this permanent establishment and business connections and we are dealing directly from our office situated in _____.

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For & On behalf of

{Insert name of the company}

Authorized Signatory with Seal

*The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this period.