

ANNEXURE-TC III (B)
TO ENQUIRY
SPECIAL 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.

. Offers received without this acceptance, may 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 KRAFT INSULATING PAPER Item #01-Item #3 as per NIT/ Enquiry <table><tr><th>Item No</th><th>Item Desc. Short</th><th>Qty</th><th>UOM</th><th>Qty Variation (%)</th></tr><tr><td>1</td><td>KRAFT INSULATING PAPER 0.10 MM X 2050 MM WIDE AS PER SPEC. BC00118.</td><td>5000</td><td>KG</td><td>10</td></tr><tr><td>2</td><td>KRAFT INSULATING PAPER 0.10 MM X 1500 MM WIDE AS PER SPEC. BC00118.</td><td>4000</td><td>KG</td><td>10</td></tr><tr><td>3</td><td>KRAFT INSULATING PAPER 0.125 MM X 1000 MM WIDE. AS PER SPEC. BC00118.</td><td>31000</td><td>KG</td><td>10</td></tr></table>	Item No	Item Desc. Short	Qty	UOM	Qty Variation (%)	1	KRAFT INSULATING PAPER 0.10 MM X 2050 MM WIDE AS PER SPEC. BC00118.	5000	KG	10	2	KRAFT INSULATING PAPER 0.10 MM X 1500 MM WIDE AS PER SPEC. BC00118.	4000	KG	10	3	KRAFT INSULATING PAPER 0.125 MM X 1000 MM WIDE. AS PER SPEC. BC00118.	31000	KG	10	
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2.	Reverse auction (RA) is not proposed for this tender enquiry																					
3.	Sealed tender in two-part bid system should be submitted in our tender room addressed to: In-charge – Tender Room, Ground Floor, Administrative Building, Bharat Heavy Electricals Limited, Piplani, Bhopal – 462022, India so as to reach on or before 11.00 AM IST on Enquiry 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 IST. Late tender shall NOT be entertained. Offers to be submitted in two separate envelopes containing techno-commercial offer in one envelope and price bid in a separate envelope, both envelopes then to be sent in a single packet. Tender can also be submitted through mail directly at mmtender.bpl@bhel.in in TWO part BID system (max size of documents to be attached is limited to 20 MB)																					
4.	SUPPLY AS PER SPEC. BC00118.																					
5.	PRICE:																					

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5.a	Prices shall be quoted on CFR/ CIF JNPT Nhava Sheva basis in foreign currency.	
5.b	Prices shall remain FIRM till execution of the contract.	
5.c	Tax and Duties: Ref BHEL GTC BP 200102C given with enquiry	
5.c	TERMS OF PAYMENT:	
5.c.	Supply Payment:	
i	Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading @ "Repo Rate + 4%", 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. Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.	
ii	No "Advance Payment" Term will be accepted.	
iii	LC charges shall be as "Yours on yours and Ours on us"	
6.	VALIDITY:	
6a.	The offer should remain valid upto 90 days from the tender opening date.	
7.	DELIVERY:	
7a.	Delivery Schedule: Item1 : 90 days from PO date Item 2 : 90 days from PO date Item 3: Lot1 90 days from PO date Lot 2: 150 days from PO date However, the POs delivery may be beyond this date based on actual requirement of BHEL. Early delivery may also be acceptable as per BHEL requirement.	
7b.	Penalty / LD applicability. Penalty for delay in supply: As per BHEL GTC BP 200102C .	
7c.	Part shipment: Part shipment of material may be permissible as per BHEL requirement.	
7d.	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.	

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7e.	Breach of contract, Remedies and Termination: In case of breach of contract, recovery of 10% of total contract value shall be applicable. Recovery shall be done by encashing security instruments like Contract Execution Bank Guarantee, performance bank guarantee, EMD. In case value of security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.	
8.	WARRANTY:	
8a.	Warranty Period: As per SL.No 18 BHEL GTC BP 200102C	
9.	Warranty Replacements: As per BHEL GTC BP 200102C	
10.	Please furnish the following details in your offer: a) Shipping dimension b) Weight of consignment c) Vendor PQR documents d) Letter of confirmation for Total Compliance to Technical specification without any deviation from Vendor e) PEBC certificate f) Vendor declaration g) Acceptance to PART B OF ANNEXURE TC III (B) After PO a) Test certificates with each Lot/ Item wise If above documents are not submitted, your offer is liable for rejection	
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.	Pre- Qualification Requirements (PQR): Refer Pre-qualification criteria attached with enquiry	
13	Items are to be procured on Individual Item L1 basis	
14	Supply Quantity variation of +/- 10 % is acceptable.	
15	The above terms and conditions shall be read in conjunction with BHEL's Standard Terms and Conditions of Enquiry Form No BP 200102C enclosed with enquiry. Wherever difference in terms & Conditions is there, the terms & conditions mentioned in this Annexure-TC III(B) will prevail.	
16	Price Evaluation of rates of vendors shall be done on the basis of landed cost at BHEL Bhopal in INR	
17	MII & MSE purchase preference shall be applicable for this tender enquiry as per Government of India /DPIIT PPP-Make in India latest circulars. GTE restriction is not applicable for this tender enquiry.	

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18	Acceptance to BHEL GTC BP 200102C	
19	Part quantity is acceptable.	
20	Splitting of Quantity	
	Splitting not applicable	
20	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.	
21	TEST REPORT TO BE FURNISHED FOR EACH LOT & THICKNESS HAVING ALL PARAMETERS AS PER SPECIFICATION NO. BC00118 Final Inspection/ Acceptance at BHEL BHOPAL	
22	Acceptance to "MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018"	
23.	Jurisdiction: The competent courts at Bhopal in the state of Madhya Pradesh, India shall have sole jurisdiction.	
24.	OEM Authorization: If Not OEM, Authorization from OEM is to be submitted against tender enquiry. If not submitted, your offer is liable for rejection.	
25.	Conflict of Interest Clause: Bidders must comply with following: "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: 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/ Assemblies from. one bidding manufacturer in more than one bid; or 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 authorize only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; · or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or	

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	technical specifications of the contract that is the subject of the Bid, · or 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. “	
26	Any bidder from a country which shares a land border with India will be eligible to bid in this Tender Enquiry only if the bidder is registered with the Competent Authority (Registration Committee constituted by DPIIT). (Bidders to refer latest circulars with reference to Make in India/ GTE, issued by Ministry of Finance/ Department of Expenditure.) The above clause is in addition to Vendor PQR Criteria.	

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