

ANNEXURE-T&C 3 (B)**TO ENQUIRY No. E7443003****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 CAPACITOR OIL to CR90105 R02	
2.	Reverse auction (RA) is not proposed for this tender enquiry	
3.	Kindly ensure to submit your offer well before due date. Late tender shall not be entertained and shall be summarily rejected. PO to be placed on OVERALL L1 basis	
4.	The offered material should be exactly in accordance with technical Specification enclosed with enquiry & NIT Any deviation shall be clearly brought-out.	
5.	PRICE:	
5.a	Prices shall be quoted on CFR/ CIF JNPT Nhavasheva basis in foreign currency.	
5.b	Prices shall remain FIRM till execution of the contract.	
5.c	Tax and Duties: The offered prices in case of foreign bidders shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR/ CIF price. Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances and Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits). GST/ Income Tax TDS applicable as per Law shall be deducted. Indian Bidders-Bidders to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law. Vendor to ensure compliance to timely filing of monthly GST return . GST portion of invoice shall be released only upon the invoice being reflected in GSTR 2A of BHEL and invoices being compliant to GST Invoice rules.	
5.c	TERMS OF PAYMENT:	
5.c.i	Supply Payment:	
	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. .Any deviation from the above payment terms, if accepted by BHEL , shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation for the credit period short of 90 days. CAD payment terms shall be preferred.	
5.c.ii	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: First lot :120 days from PO, Second lot :150 days from first lot	
7b.	Delivery Schedule / LD applicability. Penalty for delay in supply: Penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise,	

	lot wise order value. However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value. Foreign Bidders- The date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery. .																
7c.	Part shipment: Part shipment of material may be permissible.																
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.																
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:</p> <p>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) Integrity Pact h) Acceptance to PART B OF ANNEXURE TC III (B)</p> <p>After PO a) Test certificates with each Lot If above documents are not submitted, your offer is liable for rejection</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.	<p>PQR Criteria:</p> <table border="1"> <thead> <tr> <th colspan="3">TECHNICAL:</th></tr> <tr> <th>Sl. No.</th><th>Description</th><th>Vendor's remarks (Y/N)</th></tr> </thead> <tbody> <tr> <td>1</td><td>The vendor should be either manufacturer of Capacitor Oil for Capacitor or their authorized representative. Authorized representative to submit authorization letter from the manufacturer as a documentary proof.</td><td></td></tr> <tr> <td>2</td><td>The manufacturer should have supplied at least 20000kg of similar type of Capacitor Oil for Capacitor as per BHEL Spec. CR 90105 / IS:13067/ IEC:60867 in the last five years from the tender opening date. Vendor to submit the un-priced copy of purchase order and copy of Invoice/ dispatch documents/test reports.</td><td></td></tr> <tr> <td>3.</td><td>Supplier should be approved by Powergrid, India as on technical bid opening date. As proof of the same Supplier should submit Powergrid approved vendor list mentioning supplier's name/Powergrid approval letter/Test reports, alongwith the bid documents.</td><td></td></tr> </tbody> </table>	TECHNICAL:			Sl. No.	Description	Vendor's remarks (Y/N)	1	The vendor should be either manufacturer of Capacitor Oil for Capacitor or their authorized representative. Authorized representative to submit authorization letter from the manufacturer as a documentary proof.		2	The manufacturer should have supplied at least 20000kg of similar type of Capacitor Oil for Capacitor as per BHEL Spec. CR 90105 / IS:13067/ IEC:60867 in the last five years from the tender opening date. Vendor to submit the un-priced copy of purchase order and copy of Invoice/ dispatch documents/test reports.		3.	Supplier should be approved by Powergrid, India as on technical bid opening date. As proof of the same Supplier should submit Powergrid approved vendor list mentioning supplier's name/Powergrid approval letter/Test reports, alongwith the bid documents.		
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15	Items are to be procured on Overall L1 basis																
15a	Quantity variation of +/- 5 % applicable																
16	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-TC III(B) will prevail.																
17	Price Evaluation of rates of vendors shall be done on the basis of landed cost at BHEL Bhopal in INR																

18	MII & MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars. GTE restriction is not applicable for this tender enquiry.													
19	Acceptance to BHEL GTC BP200102A													
20	Splitting of Quantity - not applicable													
21	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.													
22	TEST REPORT TO BE FURNISHED FOR EACH LOT .Final Inspection/ Acceptance at BHEL BHOPAL													
23	Integrity 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 & witness and is to be submitted along with Techno-commercial bid (Part-I) duly signed and sealed													
24	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened. 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													
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25	Acceptance to "MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018"													
26.	Jurisdiction: The competent courts at Bhopal in the state of Madhya Pradesh , India shall have sole jurisdiction.													
27.	OEM Authorization : If NOT OEM, Authorization from OEM is to be submitted against tender enquiry. If not submitted , your offer is liable for rejection.													
28.	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 authorise only one agent/dealer. There can be only one bid from the following:													

	<p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal; or</p> <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>	
29	<p>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).</p> <p>(Bidders to refer latest circulars with reference to Make In India/ GTE, issued by Ministry of Finance/ Department Of Expenditure.)</p> <p>The above clause is in addition to Vendor PQR Criteria.</p>	

PART B

A. Document for Foreign Bidder:

1. Seller shall send 1 set of original negotiable documents COMPRISING OF BILL OF LADING/AWB, INVOICE & PACKING LIST, in English, within 7 days of B/L date / 1 day of AWB date by DHL/courier and also share documents through email to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in within 1 days of dispatch
2. ONE ORIGINAL NEGOTIABLE SET OF CLEAN ON BOARD FREIGHT PREPAID (IN CASE OF CIF/CIP/CFR) / TO PAY (IN CASE OF EX-WORKS/FOB/FCA) COMBINED TRANSPORT BILL OF LADING/AWB SHOWING BENEFICIARY AS SHIPPER AND GOVT.OF INDIA ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL AS CONSIGNEE AND NOTIFY: BHEL ROD MUMBAI, 14TH FLOOR. WORLD TRADE CENTRE-1, CUFFE PARADE COLABA, MUMBAI 400005 INDIA. PHONE NO +91 22 22171345/22171346/22171370
3. ONE SET OF ORIGINAL NEGOTIABLE INVOICE AND PACKING LIST indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with dimensions of each package.
4. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce
5. 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 also be submitted by Seller. O&M Manual where called for, shall be submitted by Seller.
6. 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 WOOD-PACKING MATERIAL HAS NOT BEEN USED IN PACKING OF THE GOODS.
7. 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.
8. Permanent Establishment Business Certificate (PEBC) as per Annexure A / B Clause 16C of GTC, as applicable. In case of Services, additionally Form 10 F of Income Tax Act,

1961 and Tax Residency Country (TRC) of Seller's Country is required, as per Clause 16D of GTC.

9. Supplier should additionally forward TWO sets of above original negotiable documents (Sl 1 to 11) through DHL / Registered airmail or AWB by captain's mail within three days OF OBL/AWB DATE TO EACH OF THE FOLLOWING :-

(I)AGM(CMM-FE), BHEL,2ND FLOOR,ADM BUILDING,PIPLANI,BHOPAL-462022,INDIA.

(II)AGM (ROD, BHEL MUMBAI), BHEL, ROD, 14TH FLOOR, WORLD TRADE CENTRE-1, CUFFE PARADE, COLABA, MUMBAI - 400005.
PHONE / MOB. NO.: 022-22171301

EMAIL INTIMATION OF THE ABOVE TO BE SENT TO fin_fp.bpl@bhel.in, fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in

10. GUARANTEE / WARRANTY CERTIFICATE, AS APPLICABLE, ISSUED BY SELLER IN ONE ORIGINAL. If Seller and OEM and different, Guarantee/ Warranty Certificate, as applicable, from OEM will be also be submitted by Seller.

11. 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.

12. 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

13.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.

14. 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.

15. BENEFICIARY TO SEND EMAIL INTIMATION ABOUT DESPATCH OF GOODS GIVING DETAILS OF OBL/AWB NO. & ITS DATE, BHEL PURCHASE ORDER NUMBER, INVOICE NO. & ITS DATE, CURRENCY & INVOICE VALUE, PACKING LIST, PDCC REF NO. & DATE, LC NO., SELLER'S BANK REFERENCE NO., IF & AS APPLICABLE to fin_fp.bpl@bhel.in & mmfe.bpl@bhel.in & msair@bhel.in & mssea@bhel.in

16. Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.

17. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO.

Signature of vendor with date & seal