

ANNEXURE-T&C 3B
TO ENQUIRY No. E7413014R
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 #01: BO PP FILM 10 UN X 320 MM WIDE #02 BO PP FILM 11 UN X 320 MM WIDE as per NIT E7413014R	
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 on 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. 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.	The offered material should be exactly in accordance with technical Specification enclosed with enquiry- BO PP FILM 10 UN X 320 MM WIDE & BO PP FILM 11 UN X 320 MM WIDE & AS PER SPEC. BP22861 R12. Material should be PROPERLY PACKED TO AVOID DUST, MOISTURE AND TRANSIT DAMAGE. Any deviation shall be clearly brought-out	
5.	PRICE:	
5.a	Prices shall be quoted on CFR / CIF / CIP 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 / CIP 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.	
5.c	TERMS OF PAYMENT:	

5.d	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.e	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 : item # BO PP FILM 10 UN X 320 MM WIDE (12000KG) required in single LOT within 2 months from PO date. Item # BO PP FILM 11 UN X 320 MM WIDE: LOT-I. (29000KG) WITHIN 2 MONTHS FROM PO Item # BO PP FILM 11 UN X 320 MM WIDE : LOT-II .(30000KG) 5 MONTHS AFTER LOT-I	
7b.	Penalty for delay in supply: Subject to force Majeure condition: 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 is not 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.	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) Integrity Pact h) Acceptance to PART B OF ANNEXURE T&C 3B	

	After PO a)Test certificates	
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	
15	Items are to be procured on Individual Item 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-T&C 3B will prevail.	
17	The evaluation currency for this tender shall be INR	
18	MII & MSE purchase preference shall be applicable for this tender enquiry as per GOI /DPIIT PPP-MII latest circulars.	
19	Splitting & Divisibility of Item is not applicable for this tender enquiry.	
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	Acceptance to BHEL GTC BP200102A	
22	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 1) Shri Arun Chandra Verma (Retd. IPS) E-mail- acverma1@gmail.com 2) Shri Virendra Bahadur Singh (Retd. IPS) Email- vbsinghips@gmail.com	
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.	

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