

**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.	<p>Sealed Quotations are invited for procurement of Aluminum foil Item #01-Item #3 as per NIT/ Enquiry</p> <table border="1"> <thead> <tr> <th>SL. NO</th><th>ITEM</th><th>QUANTITY</th></tr> </thead> <tbody> <tr> <td>1</td><td>ALUMINIUM FOIL 5 UN X 320 MM WIDE, AS PER SPEC. BP12399 R08</td><td>120000 KG</td></tr> <tr> <td>2</td><td>ALUMINIUM FOIL 5 UN X 157 MM WIDE, AS PER SPEC. BP12399 R08</td><td>15000 KG</td></tr> <tr> <td>3</td><td>ALUMINIUM FOIL 5 UN X 83 MM WIDE, AS PER SPEC. BP12399 R08</td><td>5000 KG</td></tr> </tbody> </table>	SL. NO	ITEM	QUANTITY	1	ALUMINIUM FOIL 5 UN X 320 MM WIDE, AS PER SPEC. BP12399 R08	120000 KG	2	ALUMINIUM FOIL 5 UN X 157 MM WIDE, AS PER SPEC. BP12399 R08	15000 KG	3	ALUMINIUM FOIL 5 UN X 83 MM WIDE, AS PER SPEC. BP12399 R08	5000 KG	
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2.	Reverse auction (RA) is not proposed for this tender enquiry													
3.	<p>Sealed tender in two part bid system should be submitted in our tender room addressed to:</p> <p><b>In-charge – Tender Room, Ground Floor, Administrative Building, Bharat Heavy Electricals Limited, Piplani, Bhopal – 462022, India</b></p> <p>so as to reach on or before 11.00 AM IST on Enquiry Due date <b>super-scribing our enquiry No. and due date on the envelope</b>. Tenders shall be opened on the same day at 02.00 PM IST. <b>Late tender shall NOT be entertained.</b> 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.</p> <p>Tender can also be submitted through mail directly at <a href="mailto:mmtender.bpl@bhel.in">mmtender.bpl@bhel.in</a> in TWO part BID system  <b>(max size of documents to be attached is limited to 20 MB)</b></p>													
4.	The offered material should be exactly in accordance with technical Specification enclosed with enquiry & NIT Aluminum foil AS PER SPEC. BP12399 R08 Any deviation shall be clearly brought-out.													
5.	<b>PRICE:</b>													
5.a	Prices shall be quoted on CIF <b>Nhavasheva basis</b> in foreign currency.													
5.b	PVC IS APPLICABLE. PVC RATIO IS 1:1 <b>(PVC applicability/formula/calculation details as per PVC Annexure-A)</b>													

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5.c	<b>Tax and Duties:</b> Ref BHEL GTC BP 200102B given with enquiry				
5.c	<b>TERMS OF PAYMENT:</b>				
5.c.	<b>Supply Payment:</b>				
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 of State bank of India Base rate plus 6%, 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.  <b>(PVC applicability/formula/calculation details as per PVC Annexure-A)</b>				
ii	<b>No "Advance Payment" Term</b> will be accepted.				
6.	<b>VALIDITY:</b>				
6a.	The offer should remain <b>valid upto 120 days</b> from the tender opening date.				
7.	<b>DELIVERY:</b>				
7a.	<b>Item</b>	<b>Lot1- 60 days from PO date</b>	<b>Lot2- 180 days from PO date</b>	<b>Lot3- 270 days from PO date</b>	
	ALUMINIUM FOIL 5 UN X 320 MM WIDE, AS PER SPEC. BP12399 R08	30000 Kg	30000 Kg	60000 Kg	
	ALUMINIUM FOIL 5 UN X 157 MM WIDE, AS PER SPEC. BP12399 R08	10000 Kg	5000 Kg	-	
	ALUMINIUM FOIL 5 UN X 83 MM WIDE, AS PER SPEC. BP12399 R08	-	-	5000 Kg	
	<b>Total</b>	40000 Kg	35000 Kg	65000 Kg	
	However, the POs delivery may be beyond this period based on actual requirement of BHEL. Early delivery may also be acceptable as per BHEL requirement.				
7b.	<b>Penalty / LD applicability.</b> <b>Penalty for delay in supply:</b> As per BHEL GTC BP200102B.				
7c.	<b>Part shipment:</b> Part shipment of material may be permissible as per BHEL requirement.				
7d.	<b>Short Shipment:</b> 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				

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	borne by the supplier.	
7e.	<b>Risk Purchase:</b> Except in case of standard force-majeure conditions or where dispatch clearance has not been given by BHEL, if material gets delayed exceptionally beyond the scheduled delivery date, BHEL reserves the option to cancel the order and procure the material from other sources at the risk and cost of vendors.	
8.	<b>WARRANTY:</b>	
8a.	<b>Warranty Period:</b> As per SL.No 18 BHEL GTC BP200102B	
9.	<b>Warranty Replacements:</b> As per BHEL GTC	
10.	<p><b>Please furnish the following details in your offer:</b></p> <ul style="list-style-type: none"> <li>a) Shipping dimension</li> <li>b) Weight of consignment</li> <li>c) Vendor PQR documents</li> <li>d) Letter of confirmation for Total Compliance to Technical specification without any deviation from Vendor</li> <li>e) PEBC certificate</li> <li>f) Vendor declaration</li> <li>g) Integrity Pact</li> <li>h) Acceptance to PART B OF ANNEXURE TC III (B)</li> <li>i) Self-declaration letter for confirmation regarding OEM status or authorization certificate from the manufacturer</li> <li>j) PVC ANNEXURE-A (Seal &amp; signed)</li> </ul> <p><b>After PO</b></p> <ul style="list-style-type: none"> <li>a) Test certificates with each Lot/ Item wise</li> </ul> <p><b>If above documents are not submitted, your offer is liable for rejection</b></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><b>Pre- Qualification Requirements (PQR):</b> Refer Pre-qualification criteria attached with enquiry</p> <ol style="list-style-type: none"> <li>1. "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.- Self-declaration letter for confirmation regarding OEM status or authorization certificate from the manufacturer required from bidder".</li> <li>2. "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 report, along-with the bid documents".</li> </ol>	
13	Items are to be procured on Individual Item L1 basis	
14	Supply Quantity variation of 10 % will be acceptable.	

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15	The above terms and conditions shall be read in conjunction with BHEL's Standard Terms and Conditions of Enquiry Form No BP200102B 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 GOI /DPIIT PPP-MII latest circulars. GTE restriction is not applicable for this tender enquiry.													
18	Acceptance to BHEL GTC BP200102B													
19	<b>Splitting of Quantity between vendors not applicable</b>													
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  Final Inspection/ Acceptance at BHEL BHOPAL AS PER SPEC. BP12399 R08 AND CUSTOMER QAP													
22	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													
23	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.													
	<p>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</p> <table border="1"> <thead> <tr> <th>SI</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem1@bhel.in</td></tr> <tr> <td>2.</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>3.</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr> </tbody> </table> <p><b>Note:</b> 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: Details of contact person(s):</p> <p>(1) <b>Name: Girish Meena</b> Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755-250 5916 Email: girishmeena@bhel.in</p>	SI	IEM	Email	1.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem1@bhel.in	2.	Shri Otem Dai, IAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	
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	(2) <b>Name: Rakesh Sharma</b> Deptt: MM-TCB(MRX) Address: MM-TCB, BHEL Bhopal Phone: 0755 250 3792 Email: r.sharma@bhel.in	
24	Acceptance to "MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018"	
25.	Jurisdiction: The competent courts at Bhopal in the state of Madhya Pradesh, India shall have sole jurisdiction.	
26.	OEM Authorization: If Not OEM, Authorization from OEM is to be submitted against tender enquiry. If not submitted, your offer is liable for rejection.	
27.	<p><b>Conflict of Interest Clause:</b> Bidders must comply with following:</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> <p>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:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal; · or</li> </ol> <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  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>	
28	<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>	

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