

ANNEXURE-T&C 3B
TO ENQUIRY No. E7523022
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 KRAFT INSULATING PAPER as per NIT E7523022	
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: 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.</p> <p>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)</p>	
4.	<p>The offered material should be exactly in accordance with technical Specification enclosed with enquiry-</p> <p>1. KRAFT INSULATING PAPER 0.10MM X 4050MM WIDE. 2. KRAFT INSULATING PAPER 0.10 MM X 3050 MM WIDTH. 3. KRAFT INSULATING PAPER 0.10 MM X 2700MM WIDTH. 4. KRAFT INSULATING PAPER 0.10MM X 2050 MM WIDTH. 5. KRAFT INSULATING PAPER 0.10 MM X 1500 MM WIDTH AS PER SPEC. BC00118.</p> <p>Material should be PROPERLY PACKED TO AVOID DUST, MOISTURE AND TRANSIT DAMAGE. Any deviation shall be clearly brought-out.</p>	
5.	PRICE:	
5.a	Prices shall be quoted on CIP/CIF JNPT Nhavasheva basis in foreign currency.	
5.b	Prices shall remain FIRM till execution of the contract.	
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 required in single LOT within 10 WEEK from PO date	
7b.	Penalty for delay in supply: Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102A). Penalty shall be levied @ ½% (Half percent) per week subject to a maximum of 10% of the total order value. Total order value above shall be Item wise, Lot wise order value. Delivery shall be guaranteed by acceptance of penalty.	
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 separate 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> <ul style="list-style-type: none"> a) Shipping dimension b) Weight of consignment c) Type/ Number of Container required for sea transport d) Vendor PQR documents e) Letter of confirmation for Total Compliance to Technical specification without any deviation from Vendor f) PEBC certificate g) Vendor declaration h) Annexure TC 3 B filled & signed <p>After PO</p> <ul style="list-style-type: none"> a) Test certificate b) Dispatch Clearance (TC should be furnished before dispatch of material for obtaining dispatch clearance) <p>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.	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	

Signature of vendor with date & seal