

ANNEXURE- TC -I TO ENQUIRY No. E-7413014 (BO PP Film)
SPECIAL TECHNO-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.

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 Confirmation (Yes/No)
1.1	Confirm that material shall be supplied exactly as per BHEL's SPEC and Clause by clause acceptance to specifications has been given. Any deviation has been clearly brought out in the Technical Bid.	
1.2	<p>Please note that the offer is to be submitted in Two Part. Part I i.e. the techno-commercial bid shall be the un-priced bid comprising of the Technical and Commercial terms only. Part II, the Price bid shall be submitted in a separate envelope. Both the bids are to be enclosed in a single envelope super scribing the enquiry number and the due date of opening. <u>The bids should be submitted in our tender room addressed to Tender Room, Ground Floor, Administrative Building, BHEL P.O. Piplani, Bhopal-462 022, India, so as to reach on or before 11.00 AM on Due Date, super-scribing our enquiry No. E7413014 and the date of tender opening on the envelope.</u> Tenders shall be opened on the same day at 02.00 PM. Late tenders shall not be entertained hence please ensure to submit your offer in due time.</p> <p>You are requested to quote in two parts for 2 bid enquiries. However, quotations submitted in single bid against our requirement of two bids will be considered only if the bid is techno-commercially accepted without seeking any clarifications from the vendor. Otherwise the bid is liable to be rejected.</p> <p>Tender can also be submitted through mail directly at "mmtender.bpl@bhel.in"</p>	
1.3	Late tender shall not be entertained and shall be summarily rejected.	
2.	VENDOR QUALIFICATION REQUIRMENTS (TECHNICAL) :	
2.1	<p>Supplier to confirm that material shall be supplied exactly as per BHEL. Specifications.</p> <p>The technical evaluation shall only be carried out only on this acceptance Any deviation should be clearly brought out in offer.</p>	
2.2	Technical & Commercial qualification requirements of vendors against VQR, is given in enclosed VENDOR PRE-QUALIFICATION REQUIREMENT Annexure-I. Vendors are requested to go through the same and submit the Annexure duly signed and sealed along with Part-1 Techno Commercial bid Documentary proof for all the parameters must be enclosed Relevant documents as proof of meeting against VQR (Vendor qualification requirement), must be submitted along with Part-1 Techno- Commercial bid.	
2.3	BHEL reserves the right to verify information & documents submitted by the vendor. In case the information given is found to be false/ incorrect, the offer shall be rejected.	
2.4	Bids Received without documentary proofs may be rejected for not meeting VQR requirements. Price bid of such vendors may not be opened.	

Signature of vendor with date & seal

2.5	Offers from vendors not meeting the Vendor qualification requirements, shall be rejected and Part-2 Price bid of such vendors will not be opened.	
2.6	Late tender shall not be entertained and shall be summarily rejected	
3.	PRICE:	
3a.	Prices shall be quoted on CIF Mumbai/ CIF JNPT NHAVA SHEVA basis in foreign currency.	
3b.	Prices shall remain firm till execution of the contract.	
3d	PRICE BID (PART II) :Suppliers have to quote their rates only in the unit mentioned in the e-template./ BOQ	
4.	TERMS OF PAYMENT:	
4a.	Supply Payment:	
	<p>i. i) 100% against irrevocable, unconfirmed LC, payable within 90 days of the bill of lading/ Air way bill (BL/AWB) date. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of SBI Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 month prior to shipment date, valid for period of 90 days, unless agreed otherwise.</p> <p>ii) Please note that in case of a confirmed Letter of Credit, all the confirmation charges shall be borne by the beneficiary. Also, in case of a sight L/C, the offer should be suitably loaded to bring all the offers at par.</p> <p>iii) The letter of credit shall be valid for a period of 3 months (inclusive of the negotiation period of 14 days in case of air dispatch and 21 days in case of sea dispatch)</p> <p>iv) Supplier shall confirm specifically between CAD & LC payment mode. Payment terms of CAD payable on 90th day of BL / AWB date shall be preferred.</p>	
	ii No "Advance Payment" Term will be accepted.	
5.	VALIDITY:	
5a.	The offer should remain valid up to 120 days from the tender opening date.	
6.	DELIVERY:	
6a.	Foreign vendors must quote the lead time both with respect to the Purchase Order and the L/C date. The delivery shall be counted from the date of Establishment of L/C. Delivery shall be in the lots as specified in the Purchase Order / Letter Of Credit. At the time of release of order, the delivery indicated shall be tentative and will vary till the L/C is established. Once the L/C is established, the delivery schedules will be as per the lead time quoted in the offer and will be final.	
6b.	Penalty: Penalty for delay in supply: Penalty shall be levied @ ½% (Half percent) per week subject to a maximum of 10% of the total contract value. Delivery shall be guaranteed by acceptance of penalty.	
6c.	Part shipment: Part shipment of material is not permissible.	

Signature of vendor with date & seal

6d.	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.	
6e.	Port of Discharge / delivery shall be CIF Mumbai/ CIF JNPT NHAVA SHEVA Seaport for Sea Shipment & Mumbai Airport in case of air shipment whereas.	
7.	The above terms and conditions shall be read in conjunction with General Terms and Conditions of Enquiry, BP- 200102A. This is attached along with the enquiry. Wherever difference in terms & conditions is there, the terms & conditions mentioned in this Annexure T&C-A will prevail.	
8.	All items are to be procured on INDIVIDUAL ITEM L1 basis.	
9.	Supply quantity may vary by $\pm 5\%$. Please confirm acceptance.	
10.	The material shall have warranty for minimum of 12 months from the date of receipt.	
11.	Warranty Replacements: Any warranty replacement during warranty period shall be provided on FOR Destination (BHEL Bhopal) basis only. Customs clearance and duty payments, if any, for such cases shall be to the account of vendor only.	
12.	Except in case of standard force-majeure conditions, if material gets delayed exceptionally beyond the scheduled delivery date, BHEL reserves the option to cancel the order & procure the material from other sources at risk & cost to vendor. Confirm your acceptance.	
13.	Test Certificates/ Guarantee Certificates must be furnished before material dispatch for obtaining Dispatch Clearances. Material needs to be dispatched only after getting dispatch clearance from purchaser.	
14.	<p>Please furnish the following with your offer:</p> <ul style="list-style-type: none"> a. Shipping Information required (Annexure attached) b. Permanent establishment & Business Connection (PEBC) declaration as per applicable PEBC annexure attached 	

Signature of vendor with date & seal