

ANNEXURE-TC 1B
TO ENQUIRY No. E7293384
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.	Quotations are invited for entering into frame work agreement (rate contract) for procurement of Nitrogen Injection Fire Prevention and Extinguishing System (NIFPES) for Two years period.	
2.	Frame work agreement (FA) shall be valid for ordering up to 2 year from date of finalization of FA	
3.	Quantity of instruments mentioned in Enquiry Sheet is tentative. Quantity shall be 12±4 for item #1 & 50±15 for item #2.	
4.	Sealed tender in TWO part bid system should be submitted in our tender room addressed to Sr. Manager (MM-Coordination), BHEL, 2nd Floor, Administrative Building, 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. & Due date, on the envelope. Tenders shall be opened on the same day at 02.00 PM. No late tender shall be entertained	
5.	The offered material should be exactly in accordance with technical Specification enclosed with enquiry. Any deviation shall be clearly brought-out.	
6.	PRICE:	
6a.	Prices shall be quoted on CIP JNPT Nhavasheva basis in foreign currency.	
7b.	Prices shall remain firm till execution of the contract.	
8.	TERMS OF PAYMENT:	
8a.	Supply Payment:	
i.	95% 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. Payment terms of CAD payable on 90th day of BL / HAWB date shall be preferred. Supplier shall confirm specifically between CAD & LC payment mode.	
ii.	5% after successful commissioning at site (subject to production of successful commissioning certificate)	
iii.	Performance Bank Guarantee. PBG of 5% PO value valid till end of warrantee period is to be submitted, prior to release of balance 5%payment.	
8b.	Commissioning Payment:	
i.	100% along with taxes & duties, after successful commissioning within 90 days/ 45 days for MSME vendors. (Subject to production of successful commissioning certificate). If commissioning is being done free of cost or commissioning charges are included in offered price of equipment, please specifically indicate here.	
5b.	No "Advance Payment" Term will be accepted.	
6.	VALIDITY:	
6a.	The offer should remain valid upto120 days from the tender opening date.	

7.	DELIVERY:	
7a.	Delivery Schedule: Delivery schedule shall be quoted earliest possible from the date of LOI/PO, to meet the delivery requirement given in our enquiry sheet. Vendors quoting earlier delivery may be given preference. Bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry	
7b.	Penalty for delay in supply: Penalty shall be levied as per clause 9 of general terms and conditions of enquiry (BP200102). 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 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 equipment shall be warranted for minimum 12 months from the date of successful commissioning or 18 months from the date of dispatch, whichever is earlier.	
8b.	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.	
9.	BHEL reserves the right for reverse auction	
10.	Please furnish the following details in your offer: a) Shipping dimension b) Weight of consignment	
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.	
12.0	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 and is to be submitted along with Techno-commercial bid (Part-I) duly signed and sealed	
13.0	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) Flat No. C -1204, C Tower, Amrapali, Platinum Complex Sector 119, Noida, U.P.) Phone: +91 8130386387 E-mail- acverma1@gmail.com 2) Shri Virendra Bahadur Singh (Retd. IPS) H. No. B-5/64, Vineet, Khand, Gomti Nagar, Lucknow – 226010 Phone- Ph: +91 8853760730/ 9818377360 Email- vbsinghips@gmail.com	
14.0	Suppliers should meet the 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	
15.0	Items are to be procured on individual L1(Item wise L1) basis	
15a	The following quantity variation is allowed in total required quantities mentioned in enquiry sheet @ the rate finalized for enquired quantities. 1) NIFPES for Transformer/ Reactor of Oil capacity up to 55 kl : ±4 Nos 2) NIFPES for Transformer/ Reactor of Oil capacity more than 55 kl: ±15 Nos BHEL reserves the right to procure /not procure, above mentioned quantity variation i.e. Item#1) ± 4 Nos and Item #2) ±15 Nos as per BHEL's requirement. of purchase order.	
16.0	Splitting of Quantity :	
a)	Total Quantity of Item #1 and Item #2 will be split between two vendors in ratio of 65:35 (Nearest rounded off) , as detailed below:	
b)	L1 Vendor 65%: 65% quantity will be finalized on L1 vendor, subject to price	

	reasonability.	
c)	L2 Vendor 35%: 35% quantity will be offered to L2 vendor, on L1 rates. If L2 vendor accepts the offer, Framework Agreement for 35% quantity will be finalized on L2 vendor. If L2 vendor refuses to accept the offer, then L1 rates will be offered to L3 vendor, and so on. If no vendor accepts the offer, PO for 35% quantity will also be allocated to L1 vendor.	
17.0	The above terms and conditions shall be read in conjunction with BHEL's Standard Terms and Conditions of Enquiry Form No BP200102 enclosed with enquiry. Wherever difference in terms & Conditions is there, the terms & conditions mentioned in this Annexure-TC 1B will prevail.	

Signature of vendor with date & seal