

ANNEXURE-TC 3B
TO ENQUIRY No. E7593028
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 in Two Part Bid System for supply of goods as per BHEL Enquiry specification.	
2.	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.	
3.	The offered material should be exactly in accordance with technical Specification enclosed with enquiry. Any deviation shall be clearly brought-out.	
4.	PRICE:	
4a.	Prices shall be quoted on CIP JNPT Nhavasheva basis in foreign currency.	
4b.	Prices shall remain firm till execution of the contract.	
5.	TERMS OF PAYMENT:	
5a.	Supply Payment:	
	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. Payment terms of CAD payable on 90th day of BL / HAWB date shall be preferred. Supplier shall confirm specifically between CAD & LC payment mode.	
5b.	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: 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 c) Type of Container required for sea transport d) Whether bushings are stackable or not e) No of bushings that can be transported in 1 container f) Type of vehicle required for inland transport in India	
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) 800KV 2500A OIP Bushing : +5 Nos 2) 420 kV 2500A OIP Bushing : +2 Nos BHEL reserves the right to procure /not procure, above mentioned quantity variation i.e. Item#1-5 Nos and Item #2-2 Nos as per BHEL's requirement. Procurement of quantity variation shall be intimated / ordered within 6 months from issuing of purchase order.	
16.0	Splitting of Quantity : (Item #1 only)	
a)	Total Quantity of Item #1 will be split between two vendors in ratio of 65:35(Nearest rounded off quantity), as detailed below:	
b)	L1: 65%: 65% quantity will be finalized on L1 vendor, subject to price reasonability.	
c)	L2: 35%: 35% quantity will be offered to L2 vendor, on L1 rates. If L2 vendor accepts the offer, PO 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 placed on L1 vendor.	
d)	Total quantity of item #2 shall be procured from L1 vendor only.	
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 3B will prevail.	

Signature of vendor with date & seal