

BRAHMAPUTRA CRACKER AND POLYMER LIMITED
Brahmaputra Petrochemical Complex
(Job No. 6907)
AGREED TERMS & CONDITIONS
(FOR FOREIGN BIDDERS)

Vendor Name: M/s _____

RFQ No. : _____

Vendor's Offer Ref No. : _____

Tel. No. _____ Fax No. _____

Contact Person: _____ E-mail _____

1. ALL CORRESPONDENCE MUST BE IN **ENGLISH** LANGUAGE ONLY.
2. DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE", WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE VENDOR, SHALL BE ENCLOSED.
3. ALL COMMERCIAL TERMS ARE GIVEN/CONFIRMED IN THE QUESTIONNAIRE ITSELF AND NOT ELSEWHERE IN THE QUOTATION. IN CASE OF CONTRADICTION, THE SAME GIVEN HEREIN SHALL PREVAIL.
4. FAILURE ON THE PART OF VENDOR IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH ALL SETS OF UNPRICED BID AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR'S QUOTATION".
5. **ZERO DEVIATION** : YOUR OFFER SHALL BE IN TOTAL COMPLIANCE WITH RFQ DOCUMENT CONTAINING COMMERCIAL AND TECHNICAL SPECIFICATIONS INCLUDING GENERAL / TECHNICAL NOTES AND SCOPE OF SUPPLY INCLUDING DOCUMENTATION AS PER MATERIAL REQUISITION (MR) AND SUBSEQUENT TECHNICAL/COMMERCIAL AMENDMENT AND CORRIGENDUM, IF ANY, WITHOUT ANY DEVIATION OTHERWISE OFFER SHALL BE LIABLE FOR REJECTION.

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION WITH DETAILS
1.	a) Confirm that the offer contains firm prices on F.O.B. International Seaport of Shipment. b) Indicate International Seaport of Shipment c) Confirm that ocean freight charges up to port of entry, India (Kolkata) has been quoted separately by you in the price schedule. d) In case you have not indicated the ocean freight charges separately in the price schedule please quote the same in terms of Percentage of the quoted FOB Price.	Confirmed , Quoted in Price Schedule Refer Annexure-1 Confirmed , Quoted in Price Schedule Refer Annexure-1
2	Transit Insurance: Price quoted must exclude transit /Marine insurance charges from FOB International Port of Shipment as same shall be arranged by the Owner. However all transit insurance charges for inland transit upto FOB International Port of Shipment must be included by you in your prices.	Confirmed

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION WITH DETAILS
3	Owner reserves the option to place order either on FOB or CFR basis.	Noted
4	Delivery Period: a) Delivery period shall be as mentioned in the RFQ document on FOB International Port of Shipment basis. b) Confirm delivery period shall be reckoned from the date of Fax of Intent. c) Confirm date of clean Bill of Lading shall be considered as date of delivery. (In case order is placed on FOB port of Shipment basis.)	Confirmed Confirmed Confirmed
5	Taxes & Duties: a) All taxes, duties and levies of any kind payable upto FOB International Port of Shipment shall be borne by you. b) Export permit/licence if required shall be vendor's responsibility & any expenditure towards same will be borne by you.	Confirmed Confirmed
6	VALIDITY: a. Confirm that the offer shall be valid upto period as mentioned in the RFQ document. b. Confirm validity of recommended spares for 2 years operation and maintenance will be 12 months over and above the validity of offer.	Confirmed Confirmed(if Applicable)
7	Manufacturer's name and address	Refer Annexure-1
8	Inspection Charges: a. Goods supplied are subject to stage wise and final inspection as specified in MR by EIL/Owner Representative and no extra charges shall be payable by Owner/EIL towards the same. Travel, Living and Personnel expenses of Owner/EIL's inspectors shall be borne by Owner. b. Quoted prices are: i) Inclusive of all testing and inspection charges (if applicable) as per MR. ii) Inclusive of all IBR/IGC/NACE charges (if applicable) as required in the Material Requisition. iii) Inclusive of all statutory certification charges PESO/CCOE etc. (if applicable) as required in the Material Requisition c. Is your shop approved by IBR/CCE authority, if yes, indicate validity. i. IBR ii. CCE	Confirmed Confirmed Confirmed Confirmed IBR Approved

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION WITH DETAILS
9	Country of Origin: Country of origin from where the goods have been offered.	Refer Annexure-1
10	Currency of Quote: Furnish the currency of quote. Change in currency once quoted will not be allowed.	Refer Annexure-1
11	Spares Parts: a) Confirm item wise unit price (FOB Port of Shipment) of following spare parts as required in Material Requisition (MR) have been quoted indicating itemised quantity. i) Mandatory Spares as specified in MR are included in the quoted Price. ii) Special Tools & Tackles as specified in the MR are included in the quoted prices. iii) Recommended spare parts for two years operation & maintenance are quoted separately. Also quote freight charges upto site for the spares. b) Confirm spares wherever required have been included in the quoted price and list of spares is also furnished.	Confirmed Confirmed (if Applicable as per MR) Confirmed (if Applicable as per MR) Confirmed (if Applicable as per MR) Confirmed (if Applicable as per MR)
12	Confirm documentation charges as per MR are inclusive in your quoted prices.	Confirmed
13	Confirm customer references list for the item/model quoted by you, is given in offer.	Confirmed
14	Indicate shipping weight (net and gross) and volume of the consignment.	Refer Annexure-1
15	Performance Bank Guarantee: a. Confirm goods to be supplied by you shall be guaranteed for performance as per the General Conditions of Contract (Goods) & Instruction to Bidder (ITB) and valid till full guarantee period plus 90 (ninety) days. b. i) The Performance Bank Guarantee shall be strictly as per proforma enclosed with the RFQ document and shall be from any Indian Scheduled Bank or any reputed International Bank. ii) However, if Performance Bank Guarantee are furnished other than the Nationalised Indian Bank, the banks where BGs are furnished, must be Commercial Bank having net worth in excess of Rs. 1000 crores or USD 22 Millions and any declaration to this effect will be furnished by such Commercial Bank either in the bank guarantee itself or separately on a letter head.	Confirmed Confirmed Confirmed
16	Firmness of prices: Confirm quoted prices shall remain firm and fixed till complete execution of order. Price Variation shall not be considered on any account.	Confirmed

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION WITH DETAILS
17	Part Order: a) Confirm acceptance to part order. b) The Quantities against a particular item will not be split. However, in case of part order confirm all lumpsum charges quoted extra if any viz. Documentation, testing, packing, crating, handling, FOB, IBR etc., can be considered on prorated value basis.	<i>Confirmed</i> <i>Confirmed</i>
18	Repeat Order: Confirm acceptance of repeat order as per GCC (Goods).	<i>Confirmed</i>
19	Price Reduction on delay in delivery: a) Confirm acceptance of price reduction schedule for delay in deliveries specified in GCC (Goods) and SCC (Goods) enclosed with the RFQ Document. Liquidated damages or penalty are not acceptable. b) In case of delay, vendor will reduce the invoice amount by applicable reduction.	<i>Confirmed</i> <i>Confirmed</i>
20	Payment Term: Confirm acceptance of payment terms as per "Payment Terms and Mode of Payment" specified in Special Conditions of Contract (Goods).	<i>Confirmed</i>
21	a) Letter of Credit shall be opened after receipt of unconditional order acknowledgement along with 10% performance bank guarantee valid till expiry of Material/Equipment Guarantee period as per GCC (Goods) and Special Conditions of Contract (Goods) plus 90 (ninety) days claim period. b) Letter of Credit shall be opened through a Govt. of India Nationalised/ Scheduled Bank and hence need not be confirmed. OR c) However, if you still insist for confirmed L/C, confirmation charges shall be borne by you. Please confirm.	<i>Confirmed</i> <i>Confirmed L/C not required</i> <i>Not Applicable</i>
22	All Bank charges and stamp duties payable outside India in connection with payments to be made under this Purchase Order, if placed, shall be borne by you. All bank charges and stamp duties payable in India shall be borne by the Purchaser.	<i>Confirmed</i>
23	Please indicate name and address of your Bankers for L/C opening, telephone/E-mail address.	<i>Refer Annexure-1</i>

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION WITH DETAILS
24	ZERO DEVIATION: a) Confirm your offer is in total compliance with RFQ Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per Material Requisition (MR) and subsequent amendment and corrigendum, if any, without any deviation. b) Confirm your offer is in total compliance with RFQ documents containing commercial terms and conditions as per the following documents, without any deviation: i) Instructions to Bidder (ITB) ii) General Conditions of Contract (Goods iii) Special Conditions of Contract. (Goods) iv) Packing, Marking & Shipping Instructions, Special Packing Requirements etc. c) Deviation to Terms & Conditions shall lead to rejection of offer.	Confirmed Confirmed Confirmed Confirmed Confirmed Noted
25	Direct offer without the intermediary of an Indian Agent will only be considered.	Confirmed
	a) In case Bidder envisages that participation of Indian Agent is must, the bidder shall provide reason/justification for the same. Further it should be ensured by bidder that the agents get themselves registered with Reserve Bank of India (RBI). Payments to Indian Agent shall only be remitted after getting proof of registration with RBI, New Delhi. The payments to overseas suppliers (i.e. the principals) shall be released through L/C after deducting the Indian agent's commission, if any, from the quoted prices. b) Indicate the name of the Indian Agent, with his full address and percentage of commission included in your offer. c) Indian Agent Commission will be paid directly by Owner to Indian Agent in equivalent Indian Rupees (on conversion rate as applicable on the date of payment to Vendor) after satisfactory completion of the order. A valid registration certificate should also exist at the time of agency commission being paid directly by BCPL. Confirm acceptance.	Not Applicable Not Applicable Not Applicable
26	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive.	Not Banned

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION WITH DETAILS
27	Please confirm your offer contains the following:	
27.1	Unpriced offer- with no deviations	Confirmed
27.2	<u>Priced Offer</u>	
a.	Price Schedule.	Confirmed
b.	Statement that all specification and terms & conditions are as per unpriced copy of offer.	Confirmed
28	Any claim arising out of order shall be sent to Owner in writing with a copy to EIL within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by consultant / Owner.	Confirmed
29	Furnish Balance Sheet & Turnover figures of last three years along with your unpriced offer: TURNOVER Last Year : 2 years before : 3 years before :	Refer Annexure-1
30	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail.	Confirmed

VENDOR'S NAME :

SIGNATURE & SEAL:

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Brahmaputra Petrochemical Complex

(Job No. 6907)

AGREED TERMS & CONDITIONS (FOR FOREIGN BIDDERS)- ANNEXURE-1

Vendor Name : M/s _____

RFQ No. : _____

Vendor's Offer Ref. No. _____

The Salient features of the offers are as below:

Sr. No.	ATC Clause Sr. No.	Description	Vendor's Confirmation
1.	1 (b)	Indicate International Seaport of Shipment.	
2	1 (d)	Ocean freight charges in terms of percentage of quoted F.O.B prices (incase same has not been quoted in price schedule). If Ocean Freight charges have been quoted at both places i.e. price Schedule and above then in case of discrepancy between the two lower of the two shall be considered for evaluation.	_____% Confirmed
3	7	Manufacturer's Name & Address	
4	9	Country of Origin	
5	10	Currency Considered	
6	14	Shipping details	
7	23	Banker's details for L/C opening.	
8	29	Turnover figures for the last three years Last Year : 2 Years before 3 Years before	

Bidder's Signature with Stamp/Seal