Commercial Terms **Annexure: *I***

Item - Fume Extraction System
Qty - 01 No.

Confirmation/comments on the conditions given below are mandatory. Please confirm the following or else your offer is liable to be rejected.

Sr. No.	**Description**	Vendor Confirmation/ Comment
1	Material shall be supplied as per enquiry no. 201701651/3006 in all respects without any deviation. Point wise reply / confirmation of attached specification no. LFM/SP/16-17/01 Rev 01 dated 20.06.17 is required to be submitted along with offer. Detailed Technical Catalogue of the product should be submitted by vendor along with the offer.	
2	<u>**Pointwise confirmation of PQC of Fume Extraction System is required along with offer.**</u>	
3	Guarantee/Warranty of Equipment should be for minimum 12 months from the date of commissioning of equipment at CFFP, BHEL, Haridwar.	
4	Final inspection will be done after receipt of equipment at CFFP, BHEL, Haridwar.	
5	**Delivery Term:** **a) For Indian supplier:** FOR Destination basis, destination being Stores/CFFP/BHEL Haridwar. **b) For Foreign supplier:** Delivery CIF, Mumbai: - Date of B / L. Quoted rate should be inclusive of the charges like freight, insurance, packing & forwarding etc. for the delivery term given above or else proper loading.	
6	**Payment Terms:** **Indigenous Supplier:** 80% payment of Supply value plus 100% taxes & duties shall be made within 45 days from the date of receipt of material at CFFP, BHEL. Balance 20% of Supply value will be paid against job proving certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warrantee period by Supplier. **For foreign supplier:** 80% payment of supply value plus 100% taxes and duties shall be paid on dispatch through USANCE LC on 70th day of bill of lading date. Balance 20% of supply value will be paid against job proving certificate issued by BHEL through trunk transfer after receipt of Performance Bank Guarantee valid for 30 days beyond the warrantee period by Supplier. All bank charges shall be to vendor's account. <u>**PBG**</u> is required from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor. * Format and list of consortium bank is attached. * In case vendor does not agree, proper loading shall be done. Loading will be base rate of SBI {as applicable on the date of bid opening (techno-commercial bid)} +6% shall be considered for loading for the period of relaxation sought by bidder.	

7	**Currency of offer:** **Indian Vendor:** Only in Indian Rupee. **Foreign Vendor:** Only in USD /EURO / POUND STERLING/YEN.	
8	**Validity of offer:** Minimum 180 days from tender opening date.	
9	Prices shall be firm till execution of Order.	
10	Provide name of contact person, mobile no. & email address.	
11	**LATE DELIVERY PENALTY CLAUSE (LD):** Penalty for late delivery shall be applicable @ 0.5% per week and part thereof subject to a maximum of 10% of total P.O. value (Total material cost + packing and forwarding + freight) from the date of scheduled delivery of Purchase Order	
12	Replica of price bid (**without price part**) required along with technical offer.	
13	**Disputes:** In event of any dispute arising out of contractual obligation, the order being finalized at Haridwar, India will be subject to Indian laws and falls under jurisdiction of the court of Law at Haridwar, India. The overseas supplier hereafter referred to as “Vendor” shall therefore abide by the verdict of court of Law at Haridwar, India.	
14	Delivery of material will be required within **02 months** from the date of purchase order.	
15	Early delivery acceptable.	
16	Unregisterd vendors have to fill SRF (Supplier Registration Form) of their company online at our website www.bhel.com or www. Bhelhwr.co.in. They cn fill the SRFof their company at this site link : https://supplier.bhel.in/	
17	BHEL will prefer to deal directly with foreign vendor/ original manufacturer. In case, vendor engages any Indian agent or take service of any Indian agent, copy of agent agreement required along with offer in line with Annexure-IV attached.	
18	**Risk Purchase:** In case of delayed/defective supplies or non-fulfillment of any other terms & conditions given in the purchase order, the purchaser may cancel the purchase order and may also make the purchase of such material at the risk & cost of supplier.	
19	**Conditions for opening of Price :-As per Reverse Auction clause attached along with tender documents. Kindly read the same carefully and provide your acceptance for the same.**	
20	- In case any column is left blank, it shall be deemed to be accepted by vendor. - If any difference is found for any term and condition in the offer and this annexure “I”, the terms quoted in this annexure ‘I’ shall be deemed as final and binding on vendor. - Evaluation shall be on the basis of delivered cost at CFFP (i.e.) "Landed cost net of Input Tax credit (ITC) at CFFP".	
	Note: Attach separate sheet for additional information if necessary. The above terms & conditons supersedes the terms & conditions found contradictory writtenelse where in the tender enquriy.	