Commercial Terms **Annexure: *I***

Item - Argon Gas Dryer
Qty. - 01 No.

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

Sr. No.	Description	Vendor Confirmation
1	Material shall be supplied as per tender enquiry no 201806091 in all respects without any deviation. Point wise reply / confirmation of attached specification no. FF:SMS:DRYER:01 dated 17.05.18 is required to be submitted along with offer.	
2	(i) The supplier shall give Guarantee / warrantee against manufacturing defects for 12 months from the date of receipt of material at CFFP, BHEL. (ii) TC & GC are required. (iii) 5 Sets of Operation & Maintenance Manual shall have to be supplied by supplier along with the equipment.	
3	Final inspection will be done after receipt of material at CFFP, BHEL, Haridwar. However CFFP, BHEL reserve the right to inspect the material at vendor works before dispatch.	
4	**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.	

5	**Payment Terms:** **Indigenous Supplier:** 80% payment of Supply value plus 100% taxes and duties shall be made within 45 days from the date of receipt of material at CFFP, BHEL. Balance 20% of Supply value plus 100% of the commissioning charges will be paid against commissioning certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty 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 and balance 20% of supply value plus 100% of the commissioning charges will be paid against commissioning certificate issued by BHEL through trunk transfer after receipt of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier. All bank charges shall be to vendor's account. **PBG 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.	
6	**Currency of offer:** **Indian Vendor:** Only in Indian Rupee. **Foreign Vendor:** Only in USD /EURO / POUND STERLING/YEN.	
7	**Validity of offer:** Minimum 180 days from tender opening date.	
8	Prices shall be firm till execution of Order.	
9	Provide name of contact person, mobile no. & email address.	
10	**Penalty for delay in Supply and Erection and Commissioning (E&C) :** Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'. - The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (supply + E&C) subject to a maximum of 10% of total PO value. - The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply +E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C). - Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C). - For calculating Late Delivery penalty delivery date shall be considered as per following: a . Indigenous Suppliers: Delivery FOR Destination:- Date of receipt at BHEL Hardwar. b . Import Supply: Delivery CIF, Mumbai :- Date of B / L. Note : - In case any bidder is not accepting the above penalty for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. - In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier.	

11	**E&C** value should be quoted separately by bidders. In case where quoted value of E&C is less than **5.0 % of basic Equipment cost** or separate E&C values are not mentioned in the offer, value for E&C portion shall be **considered 5.0 % of basic Equipment cost & accordingly supply value** will be adjusted from that quoted value.	
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 period** of material will be required within **02 months** from the date of purchase order.	
15	Planned time for **Installation & commissioning** : **01 Week from date of intimation to supplier by CFFP.**	
16	Early Delivery acceptable.	
17	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/	
18	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.	
19	**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.	
20	**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.**	
21	- 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 (i.e.) "Landed cost net of Input Tax Credit 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 enquiry.	

Date: **Signature with Seal of the Company**