

Commercial Terms**Annexure: I**

Item - Hot Modulus of Rupture Tester
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
1	Material shall be supplied as per tender enquiry no 201704871/3018 in all respects without any deviation. Point wise reply / confirmation of attached specification no. CFF/QM/RMI/01 Rev 00 dated 27.05.17 is required to be submitted along with offer.	
2	<u>Pointwise confirmation of PQC of Hot Modulus of Rupture Tester as per clause no. 3 of tender specification is required along with offer.</u>	
3	Essential spares as per clause no. 4.4 & 4.9 of per tender specification shall be considered for deciding L-1 vendor. Optional items as per clause clause no. 4.5 of tender specification shall not be considered for deciding L- vendor, however vendor shall provide list of optional items as per this clause.	
4	The equipment should be guaranteed with respect of design, material construction, operation and any manufacturing defects for a period of 30 months from the date of receipt of complete equipment at BHEL, Haridwar or 24 months from the date of commissioning, whichever earlier. Four copies of Test certificate and Guarantee certificate are to be furnished before dispatch. If the equipent remains out of order during this period, the guarantee period will stand extended for double the corresponding period.	
5	Pre dispatch inspection (PDI) of material is required at vendor's works. The material will be dispatched only after getting clearance from BHEL. Vendor will give PDI call to CFFP/BHEL at least 15 days in advance. However Final inspection will be done after receipt of material at CFFP, BHEL, Haridwar.	

6	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, service tax on freight, insurance, packing & forwarding etc. for the delivery term given above or else proper loading.	
7	Payment Terms: Indigenous Supplier: 80% payment of Supply value plus 100% taxes & duties shall be paid within 45 days from the date of receipt of material at CFFP, BHEL. Balance 20% of Supply value plus 100% of the erection & commissioning (E&C) charges will be paid against E&C 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 & duties shall be paid on dispatch through USANCE LC on 70th day of bill of lading date and 20% of supply value plus 100% of the erection & commissioning (E&C) charges will be paid 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.	
8	Currency of offer: Indian Vendor: Only in Indian Rupee. Foreign Vendor: Only in USD /EURO / POUND STERLING/YEN.	
9	Validity of offer: Minimum 180 days from tender opening date.	
10	Prices shall be firm till execution of Order.	
11	Provide name of contact person, mobile no. & email address.	
12	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.	
13	Replica of price bid (without price part) required along with technical offer.	

14	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.	
15	Delivery of material will be required within 03 months from the date of purchase order.	
16	Erection & Commissioning period will be 15 days after call for commissioning to vendor by CFFP, BHEL.	
17	Unregistered vendors have to fill SRF (Supplier Registration Form) of their company online at our website www.bhel.com or www. Bhelhwr.co.in . They can fill the SRF of 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 <u>same carefully and provide your acceptance for the same.</u>	
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 at CFFP(i.e.) "Landed cost Input Tax Credit(ITC)".	
	Note: Attach separate sheet for additional information if necessary. The above terms & conditions supersede the terms & conditions found contradictory written elsewhere in the tender enquiry.	