

Commercial Terms**Annexure: I****Item** - Optical Emission Spectrometer**Qty** - 01 No.

Sr. No.	Description	Vendor Confirmation
1	Material shall be supplied as per tender enquiry no 201806301 in all respects without any deviation. Point wise reply / confirmation of attached technical specification no. CFF/SMS/2017/01, Rev. 02 is required to be submitted along with offer.	
2	<u>Pointwise confirmation of PQC of Optical Emission Spectrometer is required along with offer.</u>	
3	<u>Cost of Other items as per clause 5 & Optional accessories/ attachment as per clause 7.3 of tender technical specification no. CFF/SMS/2017/01, Rev. 02, shall be considered while deciding L-1. Please quote separately for the same.</u>	
4	Instrument shall be guaranteed for good working for a minimum period of 24 months from the date of commissioning. If the instrument remains out of order during this period, guarantee period will stand extended for the corresponding period. If any manufacturing defect is noted during guarantee period, it will be rectified by supplier free of cost within guarantee period / extended guarantee period.	
5	Pre dispatch inspection (PDI) Indigenous suppliers should give Pre-Dispatch Inspection (PDI) call at least 15 days in advance and foreign suppliers should give PDI call at least 45 days in advance. If supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension. However Final inspection will be done after receipt of material at CFFP, BHEL, Haridwar. Note : Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.	
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, 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 made within 45 days from the date of receipt of material at CFFP / BHEL. Balance 20% of Supply value will be paid after commissioning of equipment and on receipt of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total purchase order (P O) value in the prescribed Format. The PBG confirmation charges shall be borne by vendor. For foreign supplier: 80 % Payment of Supply value plus 100% Taxes & Duties shall be made through USANCE L/C (1st) on 70th day of bill of lading date (B/L date) and balance 20% of supply value of purchase order will be paid through L/C (11nd) after commissioning of equipment and on receipt of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier 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 . First L/C will be opened by CFFP BHEL before 2 months from scheduled delivery of PO and after receipt of Contract Execution Bank Guarantee and Order Acceptance. Second L/C will be opened 15 days prior to the scheduled and confirmed arrival of the technicians of supplier with their names and details for Commissioning at CFFP BHEL Haridwar. Note : Any deviation, in Payment Terms by bidder w.r.t. tender conditions following loading shall be applicable: (a) Base rate of SBI (as applicable on the date of bid opening: Techno commercial bid opening in case of two part bids) + 6 %, shall be considered for loading for the period of relaxation sought by bidders.. (b) On account of payment through LC, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. above NIT terms.	
8	Contract Execution Bank Guarantee (CEBG) : Vendor has to submit Contract Execution Bank Guarantee for 10% of the total PO value (total PO value = supply value + E&C charges) in the currency of order within 30 days from the date of purchase order (but before LC opening in case of foreign vendors) in the form of Bank Guarantee in BHEL format from BHEL consortium bank or from a reputed bank and confirmed by any consortium bank of BHEL valid up to 30 days from the date of commissioning of equipment at CFFP / BHEL. If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with BHEL's extant guidelines for Suspension of Business dealings with Suppliers. Note : In case of foreign vendors if some indigenous supply is involved then Contract Execution Bank Guarantee shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.	
9	PBG terms: Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format value for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO value. The PBG confirmation charges shall be borne by vendor. Note : In case of foreign vendors if some indigenous supply is involved then Performance Bank Guarantee shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.	
10	ORDER ACCEPTANCE: Contract Execution Bank guarantee and order acceptance (ink-signed) will be submitted within 30 days from the date of Purchase Order.	
11	Currency of offer: Indian Vendor: Only in Indian Rupee. Foreign Vendor: Only in USD /EURO / POUND STERLING/YEN.	

12	Submission of Bank Guarantee : All bank guarantees i.e CEBG as well as performance bank guarantee should be from one of the BHEL consortium banks (annexure-III) and the bank guarantees should be in the proforma as prescribed by BHEL (annexure-II). BGs shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor.	
13	Validity of offer: Minimum 180 days from tender opening date.	
14	Prices shall be firm till execution of Order.	
15	Provide name of contact person, mobile no. & email address.	
16	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.	
17	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.	
18	Replica of price bid (without price part) required along with technical offer.	
19	Test Certificate & Guarantee certificate are required.	
20	5 Sets of Operation & Maintenance Manual shall have to be supplied by supplier to CFFP along with the equipment.	
21	Settlement of Disputes: For Foreign Vendors: Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and Arbitration of the ICC, Paris. The venue of arbitration shall be Delhi. The courts of Delhi shall have exclusive jurisdiction. For Indigenous Vendor: The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction	
22	Delivery of material will be required within 04 months from the date of purchase order / date of LC.	
23	Erection & Commissioning period :- within 15 days from date of intimation to supplier by CFFP	

24	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/	
25	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.	
26	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.	
27	Import Supply: a. Phyto-sanitary Certificate essential for packages (Wooden)	
	b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents	
28	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.	
29	a) Intending vendor must submit/deposit the requisite EMD of Rs 150000.00/-(Rupees One Lacs Fifty Thousand Only) in the form of Cash (as permissible under Income Tax Act) /Pay order/ Demand draft/ e-payment only (cheque/ Bank Guarantee are not acceptable) while submitting the tender documents as detailed in "Instruction to Bidders".	
	b) Supplier must enclosed scanned copy of (Cash receipt/Pay order/Demand Draft or E-payment transaction detail) submitted as EMD drawn in favour of CFFP/BHEL Haridwar, at e-procurement portal with their offer and hard copy of Cash receipt/Pay order/Demand Draft or E-payment transaction detail shall be submitted by vendor to CFFP,BHEL Haridwar, before techno-commercial bid (part -1 bid) tender opening date.	
	c) All Central/State-PSUs/Govt. departments/Micro and Small Enterprises are exempted from submission of EMD.	
	d) EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honour the order after award of the same on bid and /or withdraws bid and/or unilaterally changes the offer and/ or any of its terms & conditions within the validity period.	
	e) EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI PO by successful Tenderer. The EMD of successful bidder shall be returned after acceptance of Purchase Order & after submission of Contract execution bank Guarantee (CEBG).	
	f) EMD shall not carry any interest.	
30	- 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 & conditions supersede the terms & conditions found contradictory written elsewhere in the tender enquiry.	