

Annexure:1**Commercial Terms**

Item - Pyrometer for Measuring Temperature of Molten Steel
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 201603611/3019 in all respects without any deviation. Point wise reply / confirmation of attached Specification No. CFF/SFQC-19 Rev.00 is required to be submitted along with offer.	
2	<u>Pointwise confirmation of PQC of Ultrasonic Testing Machine is required along with offer.</u>	
3	Equipment should be Guaranteed for trouble free operation for a period of 12 months from the date of commissioning.	
4	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.	
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, service tax on 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 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 shall be paid on dispatch through USANCE LC on 70th day of bill of lading date and 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. 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.	
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 equipment will be 60 days from the date of Purchase Order.	
15	For new vendors who are not registered with CFFP BHEL Haridwar, duly filled "Supplier Registration Form" (available at www.bhel.com) with all the supporting documents has to be submitted along-with techno-commercial bid of offer. Please confirm that SRF is being submitted with your offer, if applicable.	
16	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.	
17	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.	
18	Conditions for opening of Price :- 1. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. 2. In case BHEL decides to go for Reverse Auction, Only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. 3. In case BHEL decides to go for Reverse Auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.	
19	Conditions to break ties in landed price:- a. Cases where landed price of two or more vendors are same then while ordering preference will be given to Vendor whose conditions are favourable to CFFP. If all conditions are same for vendors then the vendor whose SPR is more shall be given preference. b. First time vendor (new vendor) or vendor who has not executed any PO in material category of tender enquiry item/s, their Supplier performance rating (SPR) will be treated as zero. c. In case, SPR of vendors are equal, then quantity will be distributed equally between those vendors who have quoted lowest landed rate. If quantity ordered is only one piece or where quantity can't be divided equally, then preference will be given to vendor whose quality rating is more. If quality rating is also same then ordering will be on vendor whose delivery rating is better.	

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 (i.e.) "Landed cost net of Cenvat".	
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