Commercial Terms **Annexure: *I***

Item - Single Hydraulic Power Pack
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 201604391/3026 in all respects without any deviation. Point wise reply / confirmation of attached specification no. SMS/SP/02.1 Rev No. 00 is required to be submitted along with offer.	
2	**Pre Qualification Requirement (PQR)** **(i) Vendor Must have supplied at least 01 no. of Single Hydraulic Power Pack to any Steel Industry within a period from 01.04.2011 to the date of tender opening.** **(ii) Copy of Purchase Order/Purchase Agreement/Invoice need to be submitted by the vendor in support of point (i).**	
3	Equipment should be Guaranteed for trouble free operation for a period of 12 months from date of commissioning.	
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:** On CIF, Nhava Sheva , Mumbai 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 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 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.	
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 + E&C) from the date of scheduled delivery of Purchase Order	
12	**E&C value s**hould 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.	
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	**Early Delivery Acceptable.**	
17	Unregistered vendors have to fill the 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 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	**REVERSE AUCTION:** **(i) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid/ Price bid in e-portal, 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 for RA. Detailed guidelines available at our site www.bhel.com.** **(ii) 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. . Online sealed bid during reverse auction must be same or lower than the price quoted for the tender. In case rate found higher, BHEL will take action against vendor as per company policy. Non- Submission of 'online sealed bid’ by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue.** **(iii) Highest bidder during online sealed bid will not be permitted to participate further in Reverse Auction of the tender enquiry for respective items.**	
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 to CFFP(i.e.) "Landed cost net of Cenvat at CFFP".	