Annexure : "A"

Tender Enquiry No.: 201701131/5006

Name of Vendor:……

	Conditions	Vendor's Confirmation / Comments (**In case of blank / no comments it shall be deemed to have been accepted by vendor**)
	PRE-QUALIFICATION CRITERIA:-	
1	Vendor must have supplied minimum 8 MT of FLUORSPAR LUMPS with "**Effective CaF_2"=84% minimum** in one Financial year within a period from date 01.04.2013 to the date of opening tender.	
2	As supporting document, copy of Purchase Order/ Purchase Agreements/Invoice of cumulative quantity of minimum 8 MT of FLUORSPAR LUMPS with **"Effective CaF_2"=84% minimum** in one Financial year within a period from date 01.04.2013 to the date of opening tender has to be provided by vendor along with their offer. **Note:- Effective CaF_2(%)= CaF_2(%)-2.5 X SiO_2(%)** Example : If CaF_2(%)=90% and SiO_2(%) = 2% Then , as per above formula , Effective CaF_2(%)= (90-2.5X2)% i.e. Effective CaF_2(%)= 85%. Above example is for information only.	
	TECHNO-COMMERCIAL TERMS:-	
1	Material – **FLUORSPAR LUMPS** - shall be supplied as per specification no. **FF05015 Rev 06** (attached with enquiry) in all respect i.e. size, chemical composition, inspection, test certificate, packing & marking etc. and the seller confirms agreement of all the clauses of the said specification. Material found in nonconformity to conditions of specification no. **FF05015 Rev 06** shall be rejected.	
2	Payment for accepted material in the specified range will be at Fixed PO Rate and no pro rata rate will be permitted for any constituent element in the material.	
3	Guarantee Certificate shall be provided by the seller along with despatch documents confirming that in case of any non-conformity with respect to the specification No. **FF05015 Rev 06**, the supplied material shall be replaced free of cost.	

4	Original Manufacturer's Test Certificate (with linkage to supplied material) shall be provided along with dispatch documents. Material shall be supplied in original manufacturer's packing with marking as per specification.	
5	Final Inspection after receipt of material at CFFP. Final acceptance of material will be as per inspection clause of tender enquiry / PO specification. Material not found in conformance with applicable specification & purchase order conditions will be rejected. In case material gets rejected during final inspection at CFFP, the same shall be replaced by supplier immediately. All the charges (like To & Fro freight, insurance etc.) for replacement shall be borne by supplier. Date of receipt of replacement material, if accepted, shall be considered as actual delivery date with respect to the PO delivery date for calculating penalty for Late Delivery.	
6	**Delivery Term :-** A. <u>For Indian Suppliers:</u> <u>FOR</u>, Destination (Door delivery basis). Destination will be C.Store, CFFP, BHEL, Haridwar. B. <u>For Foreign suppliers:</u> On CIF, Nhava Sheva , Mumbai Quoted rate should be inclusive of the charges like freight, insurance, packing & forwarding etc. <u>for the delivery term</u> given above or else proper loading shall be done.	
7	**Delivery Schedule :-** **A. <u>For Indian Suppliers:</u>** 1st lot of 20000 Kg –within 45 days from P.O. date 2nd lot of 20000 Kg- within 105 days from P.O. date **B. <u>For Foreign suppliers:</u>** 1st lot of 20000 Kg F.O.B. delivery–within 15 days from L.C./P.O. date 2nd lot of 20000 Kg F.O.B. delivery–within 75 days from L.C./P.O. date , whichever is later. L.D. will be applicable as per above mentioned delivery schedule.	

8	**Conditions for opening of Price :-** 1. *As per **Reverse Auction clause** attached along with tender documents. Kindly read the same carefully and provide your acceptance for the same.*	
9	Payment Terms: **For Indian suppliers** - 100% within 30 days after receipt & acceptance of material at CFFP / BHEL, Haridwar through e-payment. In case vendor does not agree, proper loading shall be done Loading will be @ Base rate of SBI (as applicable on the dated 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. **For foreign suppliers**: Payment through USANCE LC on 70th day of bill of lading date. All bank charges shall be to vendor's account. In case vendor does not agree, proper loading shall be done. Also third party pre-despatch inspection shall have to be arranged by supplier from any of the six inspection agencies namely: **LRIS/ BVIS(WINGS OF BUREA-VERITAS) / DNV/ TUV(SUD) /ALFRED H KNIGHT/ SGS** at their cost. Loading will be @ Base rate of SBI (as applicable on the dated 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.	
10	Validity of offers: minimum 45 days from tender opening date (Techno-commercial bid opening date in case of two part bids).	
11	Evaluation of price bids will be done on the basis of total delivered cost at CFFP i.e. Landed cost net of Input Tax Credit at CFFP.	
12	BHEL may place order for part quantity. Quoted rate not to be linked with order quantity.	
13	Rates shall be Firm till execution of purchase order.	
14	Material will be supplied as per delivery schedule required in tender enquiry / PO (FOR destination basis). Any request for extension in delivery schedule of Purchase Order / waiver of LD is liable to be ignored.	

15	Normal clauses for imposing Penalty for Late Delivery, Risk purchases, Cancellation, Arbitration in case of delay in effecting supply and or other defaults as per following conditions will be applicable: a. **Penalty for Late Delivery**: The delivery of the goods shall be made strictly as per time limit specified in delivery schedule, failure to supply within this period will make the seller liable to a penalty of 1/2 (half) percent of the price of the goods in arrears per week subject to a maximum of 10% on the basic rate (total PO value). Any correspondence regarding waiver of LD shall not be entertained. In case supplier does not agree for LD clause, BHEL will load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted are not suiting, BHEL may ignore the offer. b. **Risk Purchase**: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order by the seller, the Buyer reserves the right to cancel the purchase order in full or part thereof, and may also make the purchase of such material from alternative source at the risk and cost of the seller.	
16	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/	
17	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.	
18	In the 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.	
19	Indian Vendors shall quote their price only in INR. Foreign vendors shall quote their price only in USD, EURO, UK POUND STERLING and JAPANESE YEN. For evaluation of price bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-1 bid in case of two part bid) shall be considered.	
20	Vendor shall quote price both in words & figures. If there is any difference between price quoted in words & figures, price quoted in words shall prevail and binding.	

21	A. Tender Enquiry Terms and Conditions attached. B. In case of any difference in conditions quoted above & elsewhere in the offer, terms quoted above shall be treated as final and binding on vendor. C. Non acceptance of any of the above conditions may result in rejection of your offer.	
22	Please provide contact person name, telephone nos. , fax no. & email id	

Date:

Signature with Name of authorized signatory)

Seal of the Company