Annexure: I

Commercial Terms

Item - Gear Box

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 3201P/360/7/0665F1 in all respects without any deviation as per **Drawing No. 03-31-016.**	
2	**Pointwise confirmation of Pre Qualification Criteria (PQC) of Gear Box is required along with offer.**	
3	Test Certificate required along with dispatch document.	
4	Guarantee certificate is required for the period of one year from the date of supply.	
5	Final inspection shall be done at CFFP, BHEL, Haridwar after receipt of material. However CFFP, BHEL reserves right to pre inspection material at vendor's works.	
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:** 100% payment within 30 days after receipt and acceptance of equipment at CFFP, BHEL, Haridwar through e- payment. * In case vendor does not agree, proper loading shall be done. 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.	
8	**Currency of offer: Indian Vendor:** Only in Indian Rupee. **Foreign Vendor:** Only in USD /EURO / POUND STERLING/YEN.	
9	**Validity of offer:** Minimum **120 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	**Settlement of 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 material will be required within **15 Days** from the date of purchase order.	
15	Early delivery shall be acceptable.	
16	Unregisterd vendors have to fill SRF (Supplier Registration Form) of their company online at our website www.bhel.com or www. Bhelhwr.co.in. They cn fill the SRFof their company at this site 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	**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.	
19	**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.**	
	- 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 & conditons supersedes the terms & conditions found contradictory writtenelse where in the tender enquriy.

GENERAL TERMS AND CONDITIONS OF TENDER ENQUIRY
ANNEXURE-B

01 Submit the tender in two parts i.e.
Part-I Techno-Commercial Bid
Part-II Price Bid

Techo - Commercial (part one) Price Bid (part two) should be put in separate sealed envelops. Both envelopes should be super scribed with **Tender Number, Date of opening & Technical / Commercial Bid and Price Bid** respectively along with name of firm.
Both the envelopes i.e. containing Techno-Commercial Bid and Price Bid should again be kept in one envelope super scribed again with Tender No. and Date of opening and the name of firm submitting the tender and send it to **AGM (MM), Purchase Department, CFFP/BHEL, Hardwar, Ranipur, Hardwar 249403, Uttarakhand, India before due date / tender opening date & time.** Normally tender opening time is 2.00 PM on due date.by due date 02.00 PM or as mentioned in enquiry.

Responsibility for submission of tender in time solely lies with vendor. Late offers received after specified time / Date shall not be considered.

1. Part-I Envelopes super scribed with **Techno-Commercial Bid** must contain all information especially-
   (a) Specification of the material offered should be strictly as per CFFP/BHEL specifications of enquired material in tender documents **Deviations if any must be indicated clearly in the offer. Rates to be quoted on For Destination Basis.**
   (b) All commercial terms i.e. packing, forwarding Custom duty, Additional Duty, ST/STT/VAT/CST, Excise Duty/CVD. Bank charges, payment terms & insurance etc as applicable **(except price)** should be clearly mentioned in Techno-Commercial bid. Also mention present rate of applicable taxes & duties even if inclusive in rates along with the concessional forms required if any.
   (c) Confirm to submit all required commercial documents (tax invoice centvatable duplicate copy of invoice, packing list, transit sale agreement etc.) & technical documents (TC/GC/QP etc).
   (d) Registration Numbers of SSI, Central Excise, Sales tax, Income Tax, DGS & D.ECC etc.
   (e) **Un-priced copy of Price Bid.**

   Part-II Envelopes super scribed with Price Bid should contain priced copy of Price Bid. The price should be mentioned both in figures and words.

2. Authorized Signatory should authenticate all tender documents.
3. **Techno-commercial bid (Part-I)** will be opened on the due date at 2.00 PM in the presence of participating vendors or authorized representatives, who may wish to be present. Representative deputed to witness tender opening must produce an authority letter from the signatory of offer. After evaluation of technical bids & finalization of technical, commercial terms & conditions, price bid of only successful vendors will be opened. Priced bid opening date shall be intimated separately.
4. The material offered must conform to the required BHEL specifications and drawings as well as instructions and details made available.
5. For new vendors, Vendor Registration from duly filled must be submitted along with the offer which can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in.
6. Original manufacturer's Test Certificate is required along with dispatch documents. In case supplies are from traders, it shall be the responsibility of the trader to provide original manufacture's test certificate with linkage to trader's invoice stating batch no.
7. **Validity** of offers should be minimum of 90 working days from the date of tender (Techno-Commercial Bid) opening.

8. **Delivery** in the promised period is the essence of contract. Confirm to supply according to delivery schedule mentioned.

9. **Payment terms:**
For indigenous suppliers: 100% within 30 days after receipt & acceptance of material at CFFP / BHEL, Haridwar through e-payment.
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 in that case, third party inspection shall have to be arranged by supplier from any of the four inspection agencies namely: LRS/ BVQI/ DNV/ TUV at their cost.

10. CFFP/BHEL, Hardwar reserves the right to accept or reject any or all tenders without assigning any reason thereof.

11 Tenders not submitted in the prescribed manner are likely to be ignored / rejected.

12 Agent/Agency Commissioning: Payment of any kind at any stage will not be made to agent on account of agent commission or otherwise by CFFP/BHEL, Hardwar.

13 CFFP/BHEL, Hardwar may opt for E-auction/Reverse auction for obtaining best prices for part or full tendered quantity. BHEL also reserve the right to negotiate price with L1 vendor after reverse auction.

14 Please do intimate the personal contact details like Mobile Number, Email-id etc of authorized executive for correspondence.

15 **Penalty:** Orders placed against this enquiry will be subject to normal clauses for imposing penalty. Liquidated Damages, Risk purchases, cancellation, arbitration as per terms and conditions of Tender Enquiry and Purchase orders in case of delay in effecting supply and or other defaults.
Liquidated damage: 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 supplier liable to an conditional penalty of 1/2 (half) percent of the price of the goods in arrears per week subject to a maximum of 10%.

16 **Inspection:** Final inspection of material shall be done after receipt of material at CFFP/BHEL, Hardwar. Acceptance of material shall be after final inspection and shall be binding. However, CFFP reserves the right to pre Inspect the material at supplier works. In case store is found defective during warranty period, the same will be returned for repair (if not possible in India by Vendor) and or replacement. For this vendor has to bear all the charges such as Freight i.e. to and fro insurance etc Bank Guarantee for the equal amount to the cost of the item is to be furnished by vendor. In case the repair is done at CFFP/BHEL the amount on actual shall have to be reimbursed by the Vendor and or adjusted on actual from their bill.

17. **Currency of Payment:** Mention the currency in which payment has to be made. 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.

18. Traders should submit authorization letter from their principal alongwith offer.

19. Disputes: In event of any dispute arising out of contractual obligation, the order being finalized at Hardwar, 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 Hardwar, India.
OR
All disputes arising out of or in connection with the present contract, if any shall be finally settled under the rules of arbitration of International chamber of commerce by one or more arbitrator appointed in accordance with the said Rules in India.

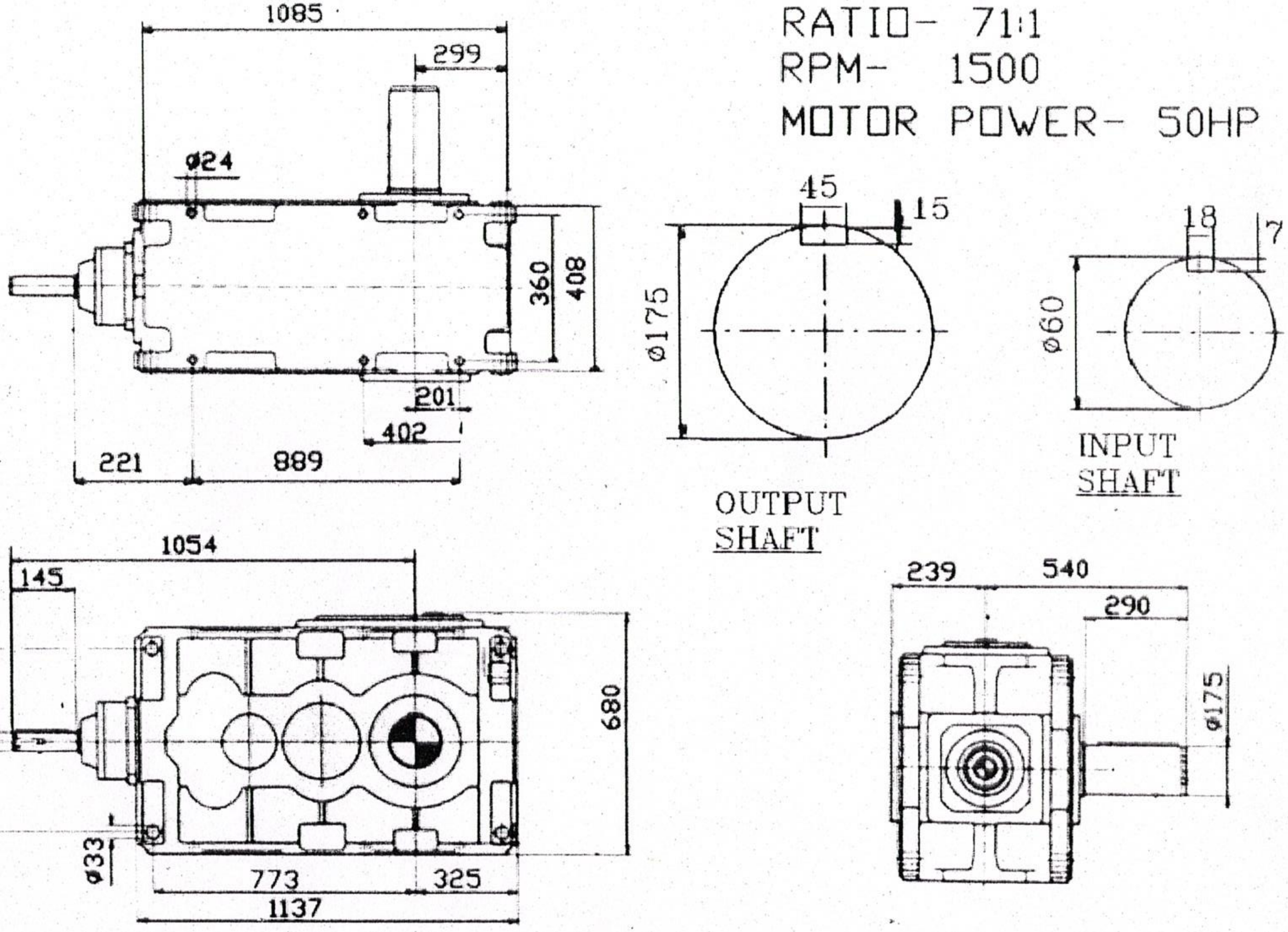
20. BHEL reserves the right to place P.O. for part / full qty and on one or more than one sources.

FIRST ANGLE PROJECTION (ALL DIMENSIONS ARE IN mm)

FORM: DG-38(B)

DRAWING NO.- 03-31-016

RATIO- 71:1
RPM- 1500
MOTOR POWER- 50HP



REF. DRG NO.

INVENTORY NO. FF8305300846

DATE REV.	ALTERED	CHECKED	DATE REV.	ALTERED	CHECKED

MATERIAL:

BHARAT HEAVY ELECTRICALS LTD.
UNIT: CENTRAL FOUNDRY FORGE PLANT
HARDWAR

	NAME	SIGN	DATE
DRN	PRAVEEN		20.11.17
CHD	ANAMIKA		
APD	ASHISH		

DEPT.		SCALE	WEIGHT(Kg.)	REF. TO ASSY. DRG.	ITEM NO.	NO. OF ITEMS
CODE		NTS	--			

TITLE: GEAR BOX OF TABLE ROTATION FOR SHOT BLASTING 60T M/C STEEL FOUNDRY

DRAWING NO. 03-31-016 R 0

SHEET NO. NO. OF SHEETS

SIZE A3

Pre Qualification Criteria (P Q C) for worm reduction gear box.

Indent No : 20170665

S.N.	Description	Instruction	Supplier's Response
1	Supplier must be manufacturer or their authorized dealer/ distributor.	Enclose relevant supporting document certifying the vendor as manufacturer . In case of dealer / distributor , vendor is required to provide authorization certificate from manufacture along with supporting document certifying that authorizing party as manufacturer .	
2	For Item No 1(Mat code FF8305301060) : Supplier must have executed at least one purchase order of worm reduction gear box compatible to motor capacity of 7 HP & above in last 4 years from tender opening date. Purchase order date will be counted for time period calculation.	Enclose at least one executed Purchase Order.	
3	For Item No 2&3 (Mat code FF8305300846 & FF 8305301605) : Supplier must have executed at least one purchase order of worm reduction gear box compatible to motor capacity of 40 HP & above in last 4 years from tender opening date. Purchase order date will be counted for time period calculation.	Enclose at least one executed Purchase Order.	

Note: Requisite documents provided against item no 2 &3 will qualify for item no 1 also.