Annexure: A

Tender Enquiry No.:

Evaluation shall be done on the basis of delivered cost i.e. "Total Cost to BHEL". Confirmation/comments on the conditions given below are mandatory. Please confirm the following or else your offer is liable to be rejected.

S.No.	Description	Vendor Confirmation /Comment I in case blank , it shall be deemed to be accepted by vendor)
01	Test certificate required.	
02	Guarantee certificate against manufacturing defect is required for the period of one year from the date of supply.	
03	Please quote alongwith the complete catalogue of the product quoted.	
04	Early delivery shall be acceptable.	
05	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.	
06	**Delivery shall be made on FOR Destination basis, destination being** Stores/CFFP/BHEL, Haridwar, Freight & Insurance charges to vendor's account.	
07	**Payment Term** 100% within 30 days after receipt & acceptance of material at CFFP / BHEL, Hardwar 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.	
08	Validity of offer: Minimum 90 days from tender opening date. Offers with validity less than 90 days may not be considered.	
09	Prices shall be firm till execution of Order.	
10	Penalty for late delivery : The delivery of the goods shall be made strictly as per time limit specified in delivery schedule of purchase order, failure to supply within this period will make the supplier liable to penalty of 1/2 (half) percent of the price of the goods in arrears per week subject to a maximum of 10%.	
11	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 in full or part thereof and may also make the purchase of such material at the risk & cost of supplier.	
12	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.	
13	Contact e-mail id and phone no.	
14	If any difference is found for any term and condition confirmed above and elsewhere in the offer the terms quoted above shall be treated as final and binding on vendor.	
15	Applicable taxes and duties(in %) -	Freight Insurance GST in %
16	Packing & Forwarding	
17	Delivery at CFFP within 30 days from PO date	

Date:

Signature with Seal of the Company

IMPORTANT : PLEASE READ CAREFULLY THE INSTRUCTIONS

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.

Pre Qualification Criteria (P Q C) for Resistance Box.
Indent : 20180035

S.N.	Description	Instruction	Supplier's Response
1	Supplier must be a manufacturer.	Enclose relevant supporting document certifying the vendor as manufacturer .	
2	Supplier must have executed at least one purchase order of resistance box in last 2 years from tender opening date. Purchase order date will be counted for time period calculation.	Enclose at least one executed Purchase Order.	