Annexure: A 201700071

Name of Vendor:………………………………………………………………………..

Non-negotiable terms of tender enquiry no. 201700071/5403

Confirmation/comments on the conditions given below are mandatory. Please confirm the following or else your offer is liable to be rejected.

	Description	Vendor Confirmation /Comment (In case of blank, it shall be deemed to be accepted by vendor)
1	Vendor has to confirm that fused magnesia will be used to manufacture the supplied bricks.	
2	Purchase Order will be placed on Original manufacturer even if the offer is submitted by Manufacturer's authorized Agent.	
3	Authorization letter (for Indian manufacturers)/Agency Agreement for (Foreign Manufacturers) has to be provided by Manufacturer's Authorized Agent.	
3	Vendor has to Guarantee Performance of Bricks as per Clause 10.0 of Specification FF05066 R05	
4	Third party inspection shall have to be arranged by supplier from any of the six inspection agencies namely: BVC, DNV, TUV (SUD), Alfred H Knight, SGS and Alec Steward at their cost. **Scope of third party Inspection:** Physical properties and Chemical Composition of the Bricks at Manufacturer end as per Clause no. 5.1 & 5.2 of CFFP Specification no. FF05066 R05. Physical and Chemical properties to be witnessed by third party inspection agency (except 5.2a- which is to be reviewed)	
5	**Payment Term :** **a). For Furnace Bricks 30/20 & 30/40 (ITEM 1 & 2) :** **Code : FF2618081013, FF2618081021** **For Indigenous Vendors:** - 80% payment within 30 days after receipt & acceptance of material at CFFP / BHEL, Haridwar through e-payment. - Balance 20% payment shall be released after use and checking of performance of the bricks w.r.t performance criteria cl 10.0 of the specification FF05066 R05. Approximate schedule for payment shall be around 10 months from receipt date. **For foreign suppliers:** - 80% Payment through USANCE LC on 70th day of bill of lading (BL) date. Bank charges - Either Side (i.e. in India to BHEL account & in Beneficiary country to Vendor's account). In case of amendment to LC for reasons attributable to vendor, all bank charges (both sides) shall be to Vendor's account. - Balance 20% payment shall be released through direct e-payment to vendor's account after use and checking of performance of the bricks w.r.t performance criteria clause 10.0 of the specification FF05066 R05. Approximate schedule for payment shall be around 12 months from BL date (considering 45-60 days' time for receipt of material at CFFP from BL date). In case vendors do not agree to 20% direct payment after performance checking at CFFP, bank guarantee for equal amount shall have to be submitted by vendor for the specified period. In case Bricks do not perform as per the specified criteria, CFFP BHEL shall invoke the Bank Guarantee submitted by Vendor. Any other term shall not be acceptable for this 20% payment. **Loading Criteria:** * In case of 20% payment against Bank Guarantee, loading of interest for the above specified payment period shall be done to the offers for calculating the landed cost at CFFP. * In case vendor does not agree for payment of 80% amount as per above payment **(mentioned 5(a))** term, 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.	

Date: (Signature)

	Description	Vendor Confirmation /Comment (In case of blank, it shall be deemed to be accepted by vendor)
5	**Payment Term: (Continued….)** **b). For Bottom Bricks for VAD ladles (ITEM 3):** **Code : FF2618081064** **For Indigenous Vendors:** - 100% payment within 30 days after receipt & acceptance of material at CFFP / BHEL, Haridwar through e-payment. **For foreign suppliers:** - 100% Payment through USANCE LC on 70th day of bill of lading (BL) date. Bank charges Either Side (i.e. in India to BHEL account & in Beneficiary country to Vendor's account). In case of amendment to LC for reasons attributable to vendor, all bank charges (both sides) shall be to Vendor's account. * In case vendor does not agree for payment of 100% amount as per above payment **(mentioned at 5 (b))** term, 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.	
6	In case of rejection of material after receipt at CFFP, vendor/supplier is required to take back the rejected material at their cost within 45 days from the date of rejection memo/ note. If vendor/supplier fails to take back the rejected material from CFFP within 90 days from the date of rejection memo/ note, CFFP has the right to dispose-off the rejected material at the risk & cost of the vendor/ supplier and no further claim for the rejected material will be entertained.	
7	Item no. 1 (Furnace Bricks 30/20) & 2 (Furnace Bricks 30/40) of Enquiry shall be procured from same source/vendor. L1 status shall be determined on the basis of total cost of both items taken together.	

Note:

1. This annexure duly filled is to be submitted along with offer through E-tender.
2. The above terms are non-negotiable and non-acceptance of the above terms shall disqualify the offer from this tender enquiry.

Date: (Signature)