

Commercial Terms

Item - Portable Flue Gas Analyzer, Anemometer & Digital Manometer
Quantity - (01+01+01) 03 Nos.

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
1	Material shall be supplied as per enquiry no 201600621/3001 in all respects without any deviation. Test Certificate & Guarantee certificate is required as per tender Enquiry.	
2	Point wise reply / confirmation of attached technical specification & Pre-Qualification Criteria (PQC) is required to be submitted along with offer. <ul style="list-style-type: none"> - Pre-Qualification Criteria (PQC) for Flue Gas Analyzer & Tech Specification No. FURN/01 Rev 00 - Pre-Qualification Criteria (PQC) for Differential Pressure Meter & Tech Specification No. FURN/03 Rev 00 - Pre-Qualification Criteria (PQC) for Anemometer & Tech Specification No. FURN/02 Rev 00 	
3	Guarantee/ Warrantee of equipment's will be as per technical specification.	
4	Final inspection will be done after receipt of material at CFFP, BHEL, Haridwar.	
5	<p>Delivery Term:</p> <p>a) For Indian supplier: FOR Destination basis, destination being Stores/CFFP/BHEL Haridwar.</p> <p>b) For Foreign supplier: Delivery CIF, Mumbai: - Date of B / L. Inland freight & insurance (in India) will be arranged by CFFP/BHEL Haridwar. Total weight – Gross / Net in Kg of packages, Packages size / dimensions essentially should be indicated in the offer. Inland Transportation & insurance charges will be calculated on the basis of same to decide L1 offer. In case any additional charges incurred by CFFP/BHEL later on due to change/deviation in packages weight/size, actual additional charges will be to vendors account.</p> <p>Quoted rate should be inclusive of the charges like freight, service tax on freight, insurance, packing & forwarding etc. <u>For the delivery term</u> given above or else proper loading will be done.</p>	
6	<p>Payment Terms:</p> <p>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 will be paid against job proving certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warrantee period by Supplier.</p> <p>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 will be paid against job proving certificate issued by BHEL through trunk transfer after receipt of Performance Bank Guarantee valid for 30 days beyond the warrantee period by Supplier. All bank charges shall be to vendor's account.</p> <p>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.</p> <p>* Format and list of consortium bank is attached.</p> <p>* In case vendor does not agree, proper loading shall be done. Loading will be base rate of SBI {as applicable on the date of bid opening (technical bid)} +6% shall be considered for loading for the period of relaxation sought by bidder.</p>	

7	Currency of offer: Indian Vendor: Only in Indian Rupee. Foreign Vendor: Only in USD /EURO / POUND STERLING/YEN.	
8	The supplier should take full responsibility for carrying out job proving of instrument and all its accessories at BHEL free of cost.	
9	Training for handling and operation of the equipment should be provided to the user free of cost	
10	Validity of offer: Minimum 180 days from tender opening date.	
11	Prices shall be firm till execution of Order.	
12	Provide name of contact person, mobile no. & email address.	
13	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 charges) from the date of scheduled delivery of Purchase Order.	
14	Replica of price bid (without price part) required along with technical offer.	
15.	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.	
16.	Delivery of material will be required within 75 days from purchase order date.	
17.	For new vendors who are not registered with CFFP BHEL Haridwar, please submit duly filled up "Supplier Registration Form (SRF)" (available at www.bhel.com) /statutory documents as per SRF along-with techno-commercial bid of offer.	
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.	Conditions for opening of Price:- <ol style="list-style-type: none"> 1. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, 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 to go for RA. 2. 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. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. 3. In case BHEL decides to go for Reverse Auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process. 	
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 "A" shall be deemed as final and binding on vendor. - Evaluation shall be on the basis of delivered cost (i.e.) "total cost to BHEL".	

Signature with Name of authorized signatory)
Seal of the Company