

Tender Enquiry No.: 201601611/5008

Name of Vendor:.....

	Conditions	Vendor's Confirmation / Comments <u>(In case of blank / no comments it shall be deemed to have been accepted by vendor)</u>
	<u>PRE-QUALIFICATION CRITERIA:-</u>	
1	The vendor must have supplied minimum 30 MT of Low Carbon LC Ferrochrome of Cr=60% minimum in one financial year within last three years (after 01.04.2013) from the date of opening tender.	
2	As a supporting document, copy of Purchase Order/ Purchase Agreements of cumulative quantity of minimum 30 MT of Low Carbon L.C. Ferrochrome of Cr=60% minimum supplied in one financial year within last three years (after 01.04.2013) from the date of Tender opening has to be provided by vendor along with their offer.	
	<u>TECHNO-COMMERCIAL TERMS:-</u>	
1	All documents required with offer. Incomplete offer may be ignored.	
2	<u>Delivery is the essence for this enquiry. Offer with delivery not in line with tender enquiry delivery schedule & delivery term will be ignored.</u>	
3	(i) Material – Low Carbon Low Chrome Ferrochrome - shall be supplied as per specification no. FF05072 Rev 00 (attached with enquiry) in all respect i.e. size, chemical composition, inspection, test certificate, packing & marking etc. without any deviation and the seller confirms agreement of all the clauses of the said specification. Material found in nonconformity to conditions of specification no. FF05072 Rev 00 shall be rejected, except deviation acceptance given at point no.3 (ii). (ii) Material with Chromium content more than 65% also will be acceptable but no additional amount will be paid for higher Chromium content offered in material. No deviation in other elements will be acceptable w.r.t specification.	

4	Payment for accepted material in the specified range will be at Fixed PO Rate and <u>no pro rata rate</u> will be permitted for any constituent element in the material.	
5	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. FF05072 Rev 00 , the supplied material shall be replaced free of cost.	
6	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.	
7	<p>Delivery Term :-</p> <p>FOR, Destination (Door delivery basis). Destination will be C.Store, CFFP, BHEL, Haridwar.</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 shall be done.</p>	
8	<p>Delivery Schedule :-</p> <p>1st lot of 60 MT–within 15 days from P.O. date at CFFP 2nd lot of 40 MT– within 30 days from P.O. date at CFFP</p> <p>L.D. will be applicable as per above mentioned delivery schedule.</p> <p>Material will not be accepted at CFFP with Late Delivery charge also, after 4 weeks from the schedule date of delivery for 2nd lot of material as per PO.</p>	
9	<p>Payment Terms: <u>For Indian suppliers</u> - 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</p> <p>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.</p> <p><u>For foreign suppliers:</u> 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.</p> <p>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.</p>	

10	Validity of offers: minimum 21 days from tender opening date (Techno-commercial bid opening date in case of two part bids).	
11	Inspection Term: Final inspection will be done after receipt of material at CFFP. Acceptance of material after final inspection at CFFP as per PO specification and PO terms.	
12	Evaluation of price bids will be done on the basis of total delivered cost at CFFP i.e. Landed cost net of Cenvat at CFFP.	
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 will not be accepted.	
15	<p>Normal clauses for imposing Penalty, Liquidated Damages 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:</p> <p>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 <u>penalty of 2 (two) percent of the price of the goods in arrears per week (Max. 4 weeks) on the basic rate (total PO value)</u>. 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. <i>Material will not be accepted with Late Delivery charge also beyond two week from schedule delivery date.</i></p> <p>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 <u>at the risk and cost of the seller.</u></p>	
16	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.	

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	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.	
20	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.	
21	A. 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. B. 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