Annexure : "A"

Tender Enquiry No.: 5107 P/351/5/0428B1

Name of Vendor:……

	Conditions	Vendor's Confirmation / Comments (**In case of blank / no comments it shall be deemed to have been accepted by vendor**)
	PRE-QUALIFICATION CRITERIA for Aluminium Notched Bars:-	
1	The Vendor must have supplied to a steel industry at least 10 MT of Aluminum Bar with 99% purity in one financial year within last three years from the date of tender opening.	
2	As supporting document, vendor has to provide copy of Purchase Order/ Purchase Agreement/ Invoice copy for supply of at least 10 MT of Aluminium Bar with 99% purity supplied to a steel industry in one financial year within last three financial years from date of tender opening .	
	PRE-QUALIFICATION CRITERIA for Aluminium Shots:-	
1	The Vendor must have supplied to a steel industry at least 05 MT of Aluminum shots with 99% purity in one financial year within last three years from the date of tender opening.	
2	As supporting document, vendor has to provide copy of Purchase Order/ Purchase Agreement/ Invoice copy for supply of at least 05 MT of Aluminium Shots with 99% purity supplied to a steel industry in one financial year within last three financial years from date of tender opening .	
	TECHNO-COMMERCIAL TERMS:-	
1	Material – **Aluminium Notched Bars & Aluminium Shots** - shall be supplied as per specification no. **AA11314 Rev.01** (attached with enquiry) in all respect i.e. size, chemical composition, inspection, test certificate, packing & marking etc. without any deviation. Material found in nonconformity to conditions of specification no. **AA11314 Rev.01** shall be rejected.	
2	Payment for accepted material in the specified range will be at Fixed PO Rate and no pro rata rate will be permitted for any constituent element in the material.	
3	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. **AA11314 Rev.01**, the supplied material shall be replaced free of cost.	

4	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.	
5	Final Inspection after receipt of material at CFFP. Final acceptance of material will be as per inspection clause of PO specification. In case of rejection, material shall be replaced free of cost. In case material gets rejected during final inspection at CFFP, the same shall be replaced by supplier immediately. All the charges (like To & Fro freight, insurance etc.) for replacement shall be borne by supplier. Date of receipt of replacement material if accepted, shall be considered as actual delivery date with respect to the PO delivery date for calculating penalty for Late Delivery.	
6	**Delivery Term :-** A. <u>For Indian Suppliers:</u> <u>FOR</u>, Destination (Door delivery basis). Destination will be C.Store, CFFP, BHEL, Haridwar. B. <u>For Foreign suppliers:</u> On CIF, Nhava Sheva , Mumbai 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.	
7	**Delivery Schedule :-** **A. <u>For Indian Suppliers:</u>** <u>Aluminium Notched Bars:-</u> 1st lot of 15 MT–within 60 days from P.O. date 2nd lot of 15 MT– within 90 days from P.O. date 3rd lot of 9 MT– within 120 days from P.O. date <u>Aluminium Shots:-</u> 1st lot of 9 MT–within 60 days from P.O. date 2nd lot of 15 MT– within 90 days from P.O. date **B. <u>For Foreign suppliers:</u>** <u>Aluminium Notched Bars:-</u> 1st lot of 15 MT F.O.B. delivery–within 30 days from L.C./P.O. date 2nd lot of 15 MT F.O.B. delivery– within 60 days from L.C./P.O. date 3rd lot of 9 MT F.O.B. delivery– within 90 days from L.C./P.O. date , whichever is later. <u>Aluminium Shots:-</u> 1st lot of 9 MT F.O.B. delivery–within 30 days from L.C./P.O. date 2nd lot of 15 MT F.O.B. delivery– within 60 days from L.C./P.O. date , whichever is later. L.D. will be applicable as per above mentioned delivery schedule.	

8	**Conditions for opening of Price :-** 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.	
9	Payment Terms: **For Indian suppliers** - 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 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. **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 third party pre-despatch inspection shall have to be arranged by supplier from any of the five inspection agencies namely: LLOYD/TUV/DNV/BVIS/ ALFRED H.KNIGHT at their cost. 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.	
10	Validity of offers: minimum 45 days from tender opening date(Techno-commercial bid opening date in case of two part bids).	

11	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.	
12	BHEL may place order for part quantity. Quoted rate not to be linked with order quantity.	
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 is liable to be ignored.	
15	Normal clauses for imposing Penalty 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: 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 penalty of 1/2 (half) percent of the price of the goods in arrears per week subject to a maximum of 10% on the basic rate (total PO value). 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. Where deliveries quoted are not suiting, BHEL may ignore the offer. 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 at the risk and cost of the seller.	
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	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.	
20	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.	
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. C. Terms & Conditions not specified above will be as per Annexure-B No GTCRM NO. 01 Rev.05 Date: 25.10.12 enclosed.	
22	Please provide contact person name, telephone nos. , fax no. & email id	

Date:

Signature with Name of authorized signatory)

Seal of the Company