



CHECK LIST STANDARD COMMERCIAL TERMS & CONDITIONS FOR PROCUREMENT OF HOT ROLLED CARBON STEEL PLATES
[FORMAT TO BE FILLED-UP BY THE SUPPLIER]

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation (if any)
01	Terms of Delivery:		
(a)	Indigenous Supplies : FOR - Destination means FOR - BHEL Stores, Ranipet [Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. Unloading at BHEL Stores would be to the account of BHEL only].		
(b)	Foreign Supplies : FOB basis inclusive of SEA Worthy packing and inclusive of all charges till FOB Freight charges up to Chennai Port also to be quoted separately.		
02	Delivery Period: To mention clearly the exact delivery period as it attracts contractual penalty on delays.To be indicated in weeks from date of receipt of Letter of Intent (LoI)		
03	Penalty:		
(a)	Liquidated Damages: Supplier should quote a definite delivery period and any delay in delivery will attract Penalty of 0.5% per week subject to a max. of 10% of order value. The vendor should quote only confirmed delivery.		
(b)	Risk Purchase: Alternately, BHEL Ranipet at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which BHEL Ranipet may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 3(a) above.		
4 (a)	Terms of payment for Indigenous Offer: 100% payment will be made within 60 days from the date of receipt and acceptance of materials.		
4 (b)	Terms of Payment for Foreign Offers: Total supplies are to be from Foreign Source. Unconfirmed irrevocable letter of Credit established through any one of our Bankers listed elsewhere in the tender conditions for 100% value (less Agency Commission, if any) shall be opened after receipt of inspection call or 2 months prior to the agreed delivery date whichever is later and valid for 75 days for shipment and for 15 days thereafter for negotiation. (Or if the supplier so requires: 69 + 21 days)		
4 (c)	Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of the contract. Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.		

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05	Guarantee Period: Guarantee regarding workmanship, materials should be for a period of 12 months from date of acceptance of the materials at BHEL Stores, or 18 months from the date of shipment whichever event occurs earlier.		
06	Contract Execution Bank Guarantee (CEBG): The Supplier shall submit a BG for 2% of the contract value valid for the agreed delivery period + 3 Months..		
(i)	Bank Guarantee from indigenous suppliers shall be in the prescribed form and from the list of bankers, provided by BHEL.		
(ii)	Bank Guarantee from foreign suppliers should be in the prescribed form from any Bank of international repute. This is to be attested by Indian Embassy and to be registered in India and to be confirmed by any Indian bank from the list given by BHEL		
07	Validity: Supplier to mention clearly the validity date of the offer. [Minimum 90 days from first tender opening date] and 60 days from the date of the Reverse Auction.		
08	Clientele List: Supplier to submit detailed clientele list with their full address including detail of contact person with phone no., fax no. & e-mail ID as per clause A(j) of Annexure - A (STANDARD TERMS & CONDITIONS).		
09	Reverse Auction (R/A) / Bidding through Internet: Supplier confirmation required.		
10	Taxes & Duties:		
(i)	Excise duty in % (for Indigenous supplier): To be indicated by supplier. ED invoice is required for availing Cenvat. benefit		
(ii)	Sales tax in % (for Indigenous supplier): VAT / CST to be indicated by the supplier.		
11	Test Certificate: To be submitted. With Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions		
12	For Foreign Offers:		
(i)	Manufacturers' Name and address:		
(ii)	Country of Origin:		
(iii)	Nearest - Seaport;		
(iv)	Approximate weight and cubage of the consignment.		

Signature & Office Seal of Vendor