

(For Non Indigenous sources only)

Essential Commercial Terms and Conditions (To be filled in full and to be submitted along with offer)

| Sl.No | Buyers preference | Sellers Acceptance |
|-------|--|--------------------|
| 1. | PRICE :Firm till completion of order.[offer with Price Variation Clause is not acceptable] | |
| 2. | DELIVERY TERMS (FOB Seaport and CFR Chennai Sea Port to be clearly mentioned) | |
| 3. | Freight up to Chennai Sea Port to be indicated separately in each case of CFR Chennai Sea Port basis is considered. | |
| 4. | Delivery Period- Please indicate Firm delivery period with clear reference from the date of LOI/ approval of drawings | |
| 5. | Validity of offer (minimum of 90 days from the date of price opening/Reverse Auction) | |
| 6. | Approximate weight and dimension of the goods. | |
| 7. | Name of nearest Sea Port at foreign soil | |
| 8. | Payment Term (100% by unconfirmed irrevocable Letter of Credit by a first class bank in India For deviation in payment terms Interest @ Base rate of SBI as applicable on the scheduled date of tender opening + 6 % will be loaded for the period of relaxation sought.(Indian Bank charges to BHEL A/C. Foreign Bank charges to Sellers account.) Offers seeking advance payment will be rejected | |
| 9. | Name your bankers on whom the L/C Negotiation can be restricted with swift code | |
| 10. | Deviation Report on buyers' specifications enclosed if any | |
| 11. | Confirmation L.D. clause as indicated in Enquiry [penalty for delayed delivery as per IMPORTANT NOTE] @ 0.5% per week subject to a maximum of 10% for the delayed delivery. In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder | |
| 12. | Details of Indian office/agent if any. Valid Indian Agent agreement copy to be submitted along with technical offer | |
| 13. | Indian agency commission if any (to be quoted clearly and payable in Indian rupees) | |
| 14. | Bidders name and Country of Origin | |
| 15. | Country of Origin & Confirmation for the submission of Country of Origin Certificate | |
| 16. | Supplier Registration Forms- Supplier registration forms in the format available in Annexure-A to be submitted along with the technical offer. | |
| 17. | BHEL Standard Guarantee Clause: Your confirmation to our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch which ever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet/ Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order | |
| 18. | Risk Purchase Clause: The purchaser at his 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 seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The seller shall be liable for all losses and extra expenditure which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rates of LD clause agreed. Bidders who do not accept this clause will be rejected | |
| 19. | Performance Bank Guarantee 10% of Purchase Order value is required with validity period of 12 months from the date of commissioning (or) 18 months from the date of dispatch which ever is earlier plus three months claim period is also required [PBG shall be from BHEL consortium of banks and in BHEL prescribed format and the same shall be provided along with Purchase order]. | |
| 20. | INSPECTION BEFORE DESPATCH -Will be done at vendor's Works before Dispatch by BHEL / BHEL's Authorized Inspection Agency AIA / BHEL's customer | |
| 21. | SPECIFICATION – Please refer list of enquiry items for individual reference to specifications. Clause wise / Point wise confirmation to be given in TOTO for all specifications& to be submitted along with offer. | |
| 22. | SPECIFICATION DEVIATION DISPOSITION REPORT [SDDR] Attached SDDR to be filled & submit along with offer.(If NO deviation is taken, NIL report to be submitted). | |
| 23. | Confirmation for the Submission of Test Certificate | |
| 24. | Confirmation if unpriced bid copy is enclosed along with technical offer | |

Date:

Name & designation of the seller

REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION
(To be filled in full and to be submitted along with offer)

| S.NO | DESCRIPTION | BHEL'S REQUIREMENT | SUPPLIER'S COMMENTS |
|------|--|---|---------------------|
| 01 | SPECIFICATION - Please refer list of enquiry items for reference to specifications. | Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer. | |
| 02 | DATA SHEET / DRGS | Filled Data Sheet and vendor's Drawings are to be submitted along with offer. (if applicable). | |
| 03 | QUALITY PLAN | To confirm applicable QP will be followed. (OR) Your Quality Plan to be submitted for our review & approval along with offer. | |
| 04 | SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR) | Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted). | |

(To be submitted along with the offer)

| SPECIFICATION DEVIATION DISPOSITION REPORT | | | |
|--|--------|----------------------------------|---------------------|
| Specn | | | Item |
| Enq.No & Date | | | |
| Vendor Name | | | |
| SPECN | | | |
| Page | Clause | Details Of Deviation With Reason | Disposition By Bhel |
| | | | |
| Signature Of Vendor | | | Reviewed By |
| " AGREED DEVIATION " | | | APPROVED BY |
| if any to be incorporated in the PO in the event of order. | | | |

Date:

SIGNATURE WITH SEAL

NOTE : The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "Not Applicable". No column should be left blank. Offers will be evaluated on the basis of Total landed cost to BHEL at the Final destination. All applicable Taxes and duties as per Indian Laws will be deducted from the payment to be made to vendors after placement of Purchase Order.

The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above is applicable. Such Commercial Terms and Conditions in the main offer may be considered null and void by the Purchaser and this is accepted by us.

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| DESCRIPTION | BHEL Requirement | Suppliers Confirmation |
|---|---|------------------------|
| PRICE | Firm till completion of order. | |
| DELIVERY TERMS | F.O.R. DESTINATION (BHEL Stores Ranipet) | |
| PACKING & FORWARDING | To be included. (if extra indicate in %) | |
| FREIGHT & INSURANCE | To be included. (if extra indicate in %) | |
| EXCISE DUTY in % | To be indicated by supplier | |
| SALES TAX in % | To be indicated by supplier.(Concessional form C / XVII will be given) | |
| OCTROI | If any, to supplier's account only. | |
| PAYMENT | 100% within 90 days (for Non SSI)/ 45 days (for SSI) of receipt & acceptance of material at BHEL Stores Ranipet against SRV. For deviation in payment terms Interest @ Base rate of SBI as applicable on the scheduled date of tender opening + 6 % will be loaded for the period of relaxation sought. Payment terms seeking advance will be rejected. | |
| DELIVERY PERIOD | To be indicated by supplier as per enquiry. Please indicate Firm delivery period with clear reference from the date of LOI/ approval of drawings | |
| L.D.CLAUSE: As indicated in Enquiry (as per IMPORTANT NOTE)@0.5% per week, max of 10% for the delayed delivery. In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder | | |
| OFFER VALIDITY | Minimum 90 days from the date of price bid opening / Reverse Auction | |
| INSPECTION BEFORE DESPATCH | Will be done at vendor's Works before Dispatch by BHEL / BHEL's Authorized Inspection Agency AIA / BHEL's customer | |
| TEST CERTIFICATE | Required | |
| Supplier Registration Forms- Supplier registration forms in the format available in Annexure-A to be submitted along with the technical offer. | | |
| Risk Purchase clause: Your confirmation to our standard risk purchase clause that alternatively the Purchaser at his option will be entitled 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 dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute there for. The supplier shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 10 above. Bidders who do not accept this clause will be rejected | | |
| BHEL Standard Guarantee Clause: Your confirmation to our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch which ever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet/ Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order | | |
| Performance Bank Guarantee 10% of Purchase Order value is required with validity period of 12 months from the date of commissioning (or) 18 months from the date of dispatch which ever is earlier plus three months claim period is also required [PBG shall be from BHEL consortium of banks and in BHEL prescribed format and the same shall be provided along with Purchase order]. | | |
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(To be submitted along with the offer)

| SPECIFICATION DEVIATION DISPOSITION REPORT | | | |
|--|--------|----------------------------------|---------------------|
| Specn | | | Item |
| Enq.No & Date | | | |
| Vendor Name | | | |
| SPECN | | | |
| Page | Clause | Details Of Deviation With Reason | Disposition By Bhel |
| | | | |
| Signature Of Vendor | | | Reviewed By |
| " AGREED DEVIATION " | | | APPROVED BY |
| if any to be incorporated in the PO in the event of order. | | | |

Date:

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The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above is applicable. Such Commercial Terms and Conditions in the main offer may be considered null and void by the Purchaser and this is accepted by us.