

## (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)	
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)	
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 against submission of PBG for 10% order value.. Payment terms insisting on advance will be rejected.(Indian Bank charges to BHEL A/C. Foreign Bank charges to Sellers account.)	
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 15% 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 10% 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.	Original Equipment Manufacturer with name and Country of Origin	
15.	Country of Origin & Confirmation for the submission of Country of Origin Certificate	
16.	<b>Confirmation to the tender prequalification requirement</b>	
17.	<b>Supplier Registration Forms- Supplier registration forms in the format available in Annexure-A to be submitted along with the technical offer.</b>	
18.	<b>Performance Bank Guarantee</b> 10% of Purchase Order value is required with validity period of 12 months from the date of commissioning (or) 24 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]. The PBG submitted will initially be valid for the guarantee period (as per the tender) plus three months claim period, based on site conditions BHEL may request the supplier to extend the validity of the bank guarantee beyond the above period till completion of Erection and commissioning at site. Bidders who do not accept this clause will be rejected.	
19.	<b>BHEL Standard Guarantee Clause:</b> 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) twenty four 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.	
20.	<b>Risk Purchase Clause:</b> 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	
21.	INSPECTION BEFORE DESPATCH -Will be done at vendor's Works before Dispatch by BHEL / BHEL's Authorized Inspection Agency AIA / BHEL's customer	
22.	O&M MANUAL-As per enquiry specifications-15 copies to be sent to BHEL Ranipet	
23.	SPECIFICATION – <b>Please refer list of enquiry items for individual reference to specifications.</b> Clause wise / Point wise confirmation to be given in TOTO for all specifications& to be submitted along with offer.	
24.	SPECIFICATION DEVIATION DISPOSITION REPORT [SDDR] Attached SDDR to be filled & submit along with offer.(If NO deviation is taken, NIL report to be submitted).	
25.	Confirmation for the Submission of Test Certificate	
26.	Confirmation if unpriced bid copy is enclosed along with technical offer	

Date:

Name &amp; 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 - <b>Please refer list of enquiry items for individual reference to specifications.</b>	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.

## (For Indigenous sources only)

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

DESCRIPTION	BHEL Requirement	Suppliers Confirmation
PRICE	Firm till completion of order.	
DELIVERY TERMS	F.O.R. DESTINATION (NTPC Bongaigaon Site)	
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 45 days of receipt & acceptance of material at BHEL Ranipet Stores against submission of PBG for 10% of order value. Payment terms seeking advance and offers seeking payment through LC 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 15% 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 10% 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	
<b>Original Equipment manufacturer along with name and place of manufacturing</b>		
<b>Confirmation to the tender prequalification requirement</b>		
<b>Supplier Registration Forms- Supplier registration forms in the format available in Annexure-A to be submitted along with the technical offer.</b>		
<b>Risk Purchase clause:</b> 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		
<b>BHEL Standard Guarantee Clause:</b> 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) twenty four 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		
<b>Performance Bank Guarantee</b> 10% of Purchase Order value is required with validity period of 12 months from the date of commissioning (or) 24 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 the Purchase order]. The PBG submitted will initially be valid for the guarantee period (as per the tender) plus three months claim period, based on site conditions BHEL may request the supplier to extend the validity of the bank guarantee beyond the above period till completion of Erection and commissioning at site. Bidders who do not accept this clause will be rejected.		
Confirmation if unpriced bid copy is enclosed along with technical offer		

Date:

Name &amp; 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 individual 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

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.