

**ANNEXURE –B to Open tender ENQ. No. BAP/PUR/UTY/Industrial Oxygen Gas/ 19 Dt 14 08 2013  
(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 (Offer with Price variation clause is not acceptable)	
DELIVERY TERMS	F.O.R. DESTINATION (BHEL Stores, Ranipet-632 406, Tamil Nadu)	
PACKING & FORWARDING	To be included. (if extra indicate in %)	
FREIGHT & INSURANCE	To be included. (if extra indicate in %)	
EXCISE DUTY in %	(Excise Invoice to be given for Cenvat benefit)	
Educational Cess in %		
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 of receipt & acceptance of material at BHEL Stores, Ranipet. 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/ PO	
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	
TEST CERTIFICATE	Required	
<b>Confirmation that bidder is Original Equipment manufacturer along with name and place of manufacturing</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.		
<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) 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		
Confirmation if unpriced bid copy is enclosed along with technical offer		

**Date:**

**Name & designation of the seller**