

**ANNEXURE -C (For Foreign Sources) to Enq No 3260220E/21.05.16**

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

| Sl.No | Buyers preference   | Sellers Acceptance |
|-------|---|--------------------|
| 1.    | <b>Matl Description : 25 Tons Anti-backlash Jactuator with Rotary Limit switch &amp; Field adapter kit as per specn: RAH 446 &amp; RAH 447 rev 01 and Pre-Qualification Requirement (PQC)</b>   |                    |
| 2.    | PRICE :Firm till completion of order.[ offer with Price Variation Clause is not acceptable ]  |                    |
| 3.    | DELIVERY TERMS - FOB / FCA / C&F  |                    |
| 4.    | Freight & insurance : shall be included in the basic price.   |                    |
| 5.    | Delivery Period (To be specified clearly from the date of PO/LOI)   |                    |
| 6.    | Validity of offer (minimum of 90 days from the date of techno-commml bid opening)   |                    |
| 7.    | Approximate weight and dimension of the goods.  |                    |
| 8.    | Name of nearest Sea Port/Airport at foreign soil  |                    |
| 9.    | Payment Term (100% by unconfirmed irrevocable Letter of Credit by a first class bank in India (Indian Bank charges to BHEL A/C. Foreign Bank charges to Sellers account).   |                    |
| 10.   | Name your bankers on whom the L/C Negotiation can be restricted with swift code   |                    |
| 11.   | Deviation Report on buyers' specifications enclosed if any  |                    |
| 12.   | LD Confirmation: [penalty for delayed delivery] @ 0.5% per week subject to a maximum of 10% for the delayed delivery.   |                    |
| 13.   | Details of Indian office/agent if any, if so, pl submit relevant document:  |                    |
| 14.   | Indian agency commission if any (to be quoted clearly and payable in Indian rupees, directly to the Indian agent.)  |                    |
| 15.   | Original Manufacturers name with Country of Origin  |                    |
| 16.   | Country of Origin & Confirmation for the submission of Country of Origin Certificate  |                    |
| 17.   | <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 |                    |
| 18.   | <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. |                    |
| 19.   | SPECIFICATION DEVIATION DISPOSITION REPORT [SDDR]<br>Attached SDDR to be filled & submit along with offer.(Even NO deviation is taken, NIL report to be submitted).   |                    |
| 20.   | Confirmation for the Submission of Test Certificate   |                    |
| 21.   | Performance Bank Guarantee required   |                    |
| 22.   | For any deviation on Payment term, LD clause suitable loading will be done  |                    |

**Note:** 1) Offer will be evaluated on the basis of Total landed cost to BHEL at the Final destination considering the applicable taxes and duties.

2) The above format shall completely be 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. If any column is unfilled, it will be taken as you are agreeing to BHEL’s Requirement. Offer will be evaluated on the basis of Total landed cost to BHEL at the Final destination.

The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a difference between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given here 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.

**Date:**

**Name & designation of the seller**

**Please note: For any deviation on (1) payment term and (2) LD clause, suitable interest Loading will be applicable to finalize the tender.**

**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: RAH446 & RAH 447 rev 01            | 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.<br>(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