

(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 (For supply portion:90% of supply value by unconfirmed irrevocable Letter of Credit at 10 days sight by a first class bank in India against submission of PBG for 10% order value in BHEL format from BHEL's Consortium of Banks.(Indian Bank charges to BHEL A/C. Foreign Bank charges to Sellers account). Balance 10% of supply value will be released on successful completion of Erection &Commissioning (E&C). Incase if E&C does not start within 18 months from the date of supply completion, BHEL will release the balance 10% of the supply value payment against submission of an additional Bank Guarantee of equivalent value initially valid upto one year & thereafter extendable upto completion of E&C. For supervision of E&C portion: Payment shall be 100% direct on completion of E&C against E&C certificate issued by BHEL. <b>For deviation in payment terms Interest @ Base rate of SBI as applicable on the scheduled date of technical bid opening + 6 % will be loaded for the period of relaxation sought and the same will be considered for ranking</b>	
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 (Duly Notarized) 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>Confirmation if Supplier Registration Forms and NTPC questionnaire format have been 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) 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].	
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) 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.	
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.	
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-12 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 -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. If no deviation is taken then the same shall be clearly mentioned. The columns which are not applicable shall be mentioned as “Not Applicable”. No column should be left blank .Incase if NIL deviation has not been mentioned it will be presumed that enquiry specifications are complied with completely and no deviation has been taken. 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 (BHEL Ranipet Stores)	
PACKING & FORWARDING	To be included. (if extra indicate in %)	
FREIGHT & INSURANCE	To be included. (if extra indicate in %)	
EXCISE DUTY %	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	(For supply portion :90% of supply value within 45 days(for SSI)/ 90 days (for Non SSI) from the date of material receipt at BHEL Stores Ranipet against SRV and submission of PBG for 10% order value in BHEL format from BHEL's Consortium of Banks. Balance 10% of supply value will be released on successful completion of Erection & Commissioning (E&C). In case if E&C does not start within 18 months from the date of supply completion, BHEL will release the balance 10% of the supply value payment against submission of an additional Bank Guarantee of equivalent value initially valid upto one year & thereafter extendable upto completion of E&C. For Supervision of E&C Portion: Payment shall be 100% direct on completion of E&C against E&C certificate issued by BHEL. <b>For deviation in payment terms Interest @ Base rate of SBI as applicable on the scheduled date of technical bid opening + 6 % will be loaded for the period of relaxation sought and the same will be considered for ranking</b>	
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	
<b>Original Equipment manufacturer along with name and place of manufacturing</b>		
<b>Confirmation to the tender prequalification requirement</b>		
<b>Confirmation if Supplier Registration Forms and NTPC questionnaire format have been 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 LD clause 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 whichever 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) 18 months from the date of dispatch whichever 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].		
Confirmation if unpriced bid copy is enclosed along with technical offer		

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Name &amp; designation of the seller

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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.			

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SIGNATURE WITH SEAL

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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.



**SUB-SUPPLIER QUESTIONNAIRE**  
(To be filled in by the Proposed Sub Supplier)

Name of Equipment / Item / Process with Model/ Type/ Rating / Capacity/ Size/ Tonnage etc. (As applicable):

\_\_\_\_\_

Trade Name of Product (if any) : \_\_\_\_\_

1. Name of Proposed Sub-Supplier: \_\_\_\_\_

Website: \_\_\_\_\_

2. Address of Regd. Office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Details of contact person:

Name \_\_\_\_\_

Mobile no. \_\_\_\_\_

Desig. \_\_\_\_\_

E-mail:

3. Branch/ Liaison office in Delhi/NCR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Details of contact person:

Name \_\_\_\_\_

Mobile no. \_\_\_\_\_

Desig. \_\_\_\_\_

E-mail:

Weekly off day \_\_\_\_\_

4. Address of Works where Item is being manufactured

\_\_\_\_\_  
\_\_\_\_\_

Details of contact person:

Name \_\_\_\_\_  
\_\_\_\_\_

Mobile no. \_\_\_\_\_

Desig. \_\_\_\_\_

E-mail:



**SUB-SUPPLIER QUESTIONNAIRE**  
(To be filled in by the Proposed Sub Supplier)

**5. Details of Proposed Works:**

- a. Year of Establishment of present works : \_\_\_\_\_
- b. Year of Commencement of Manufacturing at the above works : \_\_\_\_\_
- c. Details of change in works address in past, if any : \_\_\_\_\_
- d. Total Area / Covered Area : \_\_\_\_\_
- e. Details of covered area like no. of sheds, Area of each shed etc. \_\_\_\_\_
- f. Electric power- Connected load: \_\_\_\_\_  
Electric power- Stand by load & system: \_\_\_\_\_

**6. Annual Turnover & Profit in past three years** : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. Do you have in-house Department for:**

- a) Design Yes/No
- b) Research & Development Yes/No
- c) Quality control/Inspection Yes/No
- d) After Sales Service Yes/No

**8. Shift works per day** One/Two/Three

**9. Present Manpower Status:**

Division Status	Graduate		Diploma	Skilled	Un-Skilled	Remarks
	Technica I	Non-Technical				
Design						
Production						
Quality Control/ Inspection						
After Sales Service						



**SUB-SUPPLIER QUESTIONNAIRE**  
(To be filled in by the Proposed Sub Supplier)

- a. Organization chart of the proposed works is enclosed as Annexure: \_\_\_\_\_
- b Organization chart of QA / QC Deptt. is enclosed as Annexure: \_\_\_\_\_
- c. List of Qualified Welders with process etc. is enclosed as Annexure: \_\_\_\_\_
- d. List of Qualified NDT personnel with area of specialization is enclosed as Annexure: \_\_\_\_\_

**10. Brief details of items manufactured:**

Sl. No.	Item & Material (Type/Size/Rating/Model/ Capacity /Tonnage , as applicable)	Installed Capacity	Annual Production Capacity	Annual Production for last Three years		
				I	II	III

**11. Details of foreign Collaboration, if any:**

Sl. No.	Product	Name & Address of Collaborator	Collaboration		
			Scope	Year	Valid upto

12. Type Test report for the proposed product (similar or higher rating )if applicable is enclosed as Annexure: \_\_\_\_\_
- 13 Approval / Certification by National / International standards / Accredited agency for the proposed product (if applicable) is enclosed as Annexure: \_\_\_\_\_
14. Statutory / mandatory certification for the proposed product (if applicable) is enclosed as Annexure: \_\_\_\_\_
15. Supply Experience list of the proposed product (similar or higher rating) is enclosed as Annexure: \_\_\_\_\_

[List shall include Item description, (Type/Size/Rating/Model/Capacity/Tonnage, as applicable), Customer name, Quantity, Year of Supply and Year of commissioning]



**SUB-SUPPLIER QUESTIONNAIRE**  
(To be filled in by the Proposed Sub Supplier)

16. **End User's operational feedback certificate for the proposed product is enclosed as Annexure: \_\_\_\_\_**

17. **List of equipment & machinery specific to the proposed product is enclosed as Annexure: \_\_\_\_\_**

(List shall include name of equipment, capacity & nos. etc.)

18. **Process Flow Diagram indicating in-house & outsourced process enclosed as Annexure: \_\_\_\_\_**

19. **General manufacturing facilities available in-house:**

Sl. No.	Description of machine	Type /Capacity / Size / Rating etc as applicable	Number
a)	Material Handling Mobile Crane Fork Lift Over Head Cranes		
b)	Metal Cutting & Bending		
c)	Casting		
d)	Forging		
e)	Fabrication		
f)	Welding		
g)	Machining		
h)	Heat Treatment		
i)	Surface Cleaning Sand Blasting Shot Blasting Pickling		
j)	Painting		
k)	Metal Coating		



**SUB-SUPPLIER QUESTIONNAIRE**  
(To be filled in by the Proposed Sub Supplier)

l)	Packing		
m)	Other, if any		

20.

**a. Inspection & Testing Facilities available in-house:**

Sl. No.	Description	Capacity & Nos.	Make & year of Mfg.	Calibration Status	Validity period



**SUB-SUPPLIER QUESTIONNAIRE**  
(To be filled in by the Proposed Sub Supplier)

**b. List of Testing & Inspection Facilities outsourced, if any with Source of testing and Description enclosed as Annexure: \_\_\_\_\_**

21. **Storage of finished goods (covered / open) :** \_\_\_\_\_

22. **List of the source / make with location of major raw material, bought out items and out sourced process enclosed as Annexure: \_\_\_\_\_**

23. **Quality management:**

23.1 **General**

23.1.1. Work Instruction for different processes available. (Y/N). \_\_\_\_

If yes, enclose list as Annexure \_\_\_\_\_

23.1.2. Evaluation system for raw material/bought out item's supplier is available. (Y/N) \_\_\_\_\_

23.1.3. Records generated during inspection maintained & available for review (Y/N) \_\_\_\_\_

23.1.4 Statistical quality control techniques used (Y/N) \_\_\_\_\_

23.1.5 ISO certificate for the works available (Y/N). \_\_\_\_ If yes, enclose copy as Annexure \_\_\_\_\_

23.2 **Corrective action**

23.2.1 Specifically confirm whether System for identification & disposition of Non Conformity in the process / product is available. (Y/N) \_\_\_\_\_

23.2.2 Specifically confirm whether System for Customer complains & their satisfactory disposal is available. (Y/N) \_\_\_\_\_

23.3. **Documentation Control**

23.3.1 Procedure available for documentation control (Y/N) \_\_\_\_

23.4. **Control of Inspection, Measuring & Testing equipments.**

23.4.1 Procedure for calibration of testing & measuring instrument available. (Y/N) \_\_\_\_

24. **Any Special Information:** \_\_\_\_\_



**SUB-SUPPLIER QUESTIONNAIRE**  
(To be filled in by the Proposed Sub Supplier)

26. I CERTIFY THAT THE INFORMATION SUPPLIED HEREIN (INCLUDING ALL PAGES ATTACHED) IS CORRECT TO THE BEST OF MY KNOWLEDGE.

SEAL \_\_\_\_\_  
M/S. \_\_\_\_\_  
PLACE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
DESIGNATION \_\_\_\_\_  
MOBILE NO \_\_\_\_\_  
EMAIL \_\_\_\_\_

**LIST OF ENCLOSURE:**

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**Certification by Main Supplier:** Above information have been verified and found in order / minor changes which have been marked and initialed on this form itself / observed the following discrepancies.

Name : \_\_\_\_\_ Designation : \_\_\_\_\_ Signature : \_\_\_\_\_ Date : \_\_\_\_\_

**NOTE :**

- 1. COLUMN SHALL NOT BE LEFT UNFILLED..IN CASE OF NOT APPLICABLE / NOT AVAILABLE, THE SAME SHALL BE INDICATED IN THE PROVIDED SPACE.**
- 2. IN CASE PROVIDED SPACE IS NOT ADEQUATE, INFORMATION SHALL BE PROVIDED AS AN ATTACHMENT.**
- 3. PRODUCT CATALOGUE FOR THE PROPOSED EQUIPMENT/ITEM/PROCESS,IF AVAILABLE, SHALL BE ENCLOSED**