

**Essential Commercial Terms & Conditions
(to be filled in full, signed & stamped and to be submitted along with offer)**

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01.	Price	Firm till completion of order.[offer with Price Variation Clause is not acceptable]	
02.	Delivery terms	F.O.R. Destination,Including PACKING & FORWARDING and FREIGHT & INSURANCE	
03.	Delivery Place	Stores, BHEL, Ranipet	
04	Excise Duty & Cess in %	To be indicated by vendor. [CENVATCopy to be provided along with supply]	
05.	Sales tax in %	To be indicated by vendor. [concessional form 'C' will be given]	
06.	OCTROI: If any, to supplier's account only.[since enquiry Destination has been given, vendor has to ascertain the applicability of OCTROI].		
07.	Payment	100% within 45 days for MSE (micro & small) and within 90 days for non-MSE after receipt & acceptance of materials at our Stores, If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be "Base rate of State Bank of India (SBI)" (as applicable on the date of bid opening: Techno-commercial bid opening in case of two partbids) + 6%, will be considered for loading for the period of relaxation sought by bidders.	
08.	Delivery period	Delivery period should be indicated clearly. ie as per our enquiry / shortest possible delivery period.	
09.	L.D. Clause:	Std L.D Clause will be @ 0.5% per week or part there off to Max of 10% for the undelivered portion. Loading will be carried out by BHEL to the extent which is not agreed by you.	
10	Offer validity	Minimum 90 days from the date of tender opening. If less than 90 days offer validity given, the offer will be liable for rejection.	
11.	Inspection before despatch	Will be done at Vendor's Works before Dispatch by BHEL / BHEL's customer / BHEL's authorized Inspection agency	
12.	Test / Compliance Certificate	Required	
13.	BHEL Standard Guarantee Clause: Vendor's 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.		
14.	Performance Bank Guarantee [PBG]	Required. The offer would be loaded in case of non acceptance for 10% [(10% x PO value x Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno commercial bid opening in case of two part bids) + 6%] for the period of 21 months ie., 18+3 months).	Not Required
15	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.		
16	O&M MANUAL	3 copies required	
17.	Place of Manufacture & Supply	To be indicated by vendor	
19.	Offer condition	Offers should be un-conditional and, Conditional offers will be rejected	

SUPPLIER'S SIGN & SEAL

REQUIREMENT OF TECHNICAL DETAILS / CONFIRMATION

S.NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	Specification	Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer.	
02	Data sheet / drgs	Drg/data sheet with material of construction and weight are to be submitted along with offer.	
03	Quality plan	To confirm applicable QP will be followed. (OR) Your Quality Plan to be submitted for our review and approval, along with offer.	Not applicable.
04	Specification deviation disposition report (SDDR)	Attached SDDR to be filled & submit along with offer.[In case of NO deviation is taken, NIL report to be submitted]	
05	Net Weight per No	Shall be Indicated	

SPECIFICATION DEVIATION DISPOSITION REPORT

Specn	APSQ_56/04		Item	LIGHTING ASSY.
Enq.No & Date	3260203E dt.13.06.2016			
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.		

BHEL reserves the right to reject the offer which is having deviations to BHEL standard terms & conditions and specn / drg / catalogue.

Date :

VENDOR'S SIGNATURE WITH SEAL

Annexure to Enquiry No. : 3260303E dt.13.06.2016

FILLED UP (1) ESSENTIAL TERMS & CONDITIONS and , (2) THIS ANNEXURE SHOULD BE SUBMITTED ALONGWITH OFFERS. ALL THE REQMNTS SHOULD BE FILLED / CONFIRMED / COMMENTED

ENQUIRY NO: 3260303E dt.13.06.2016

CONFIRMATION ANNEXURE

SI no	DETAILS OF CONFIRMATION REQUIRED	Confirmation reqd
01	The price shall be on " firm price basis " till PO completion and no PVC clause is acceptable.	
02	LD is applicable @ 0.5% per week to a max of 10%. Pls give your Confirmation.	
03	For technical specification is to be followed.	
04	Standard Quality plan is to be followed.	Not applicable
05	BHEL / BHEL authorised inspection is applicable.	
06	Pls quote your offer for F.O.R. Destination, BHEL stores, Ranipet	
07	PI confirm our tech. Specn, point to point categorically.	
08	The offer validity period shall be 90 days from bid opening date.	
09	Test certificates/test reports/inspection reports alongwith bhel/bhel authorised agency inspection reports shall be submitted in the event of an order.	
10	Quantity split up provision applicable	Not Applicable

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 WITHOUT FILLINGUP WHICH MAY LEAD TO REJECTION OF OFFER.
IF THERE IS ANY DIFFERENCE (IN THE POINTS CONFIRMED) BETWEEN THE OFFER AND THIS CONFIRMATION SHEET, THE LATTER ONLY SHALL PREVAIL.

SUPPLIER'S SIGN & SEAL