

Annexure-B

Essential Commercial Terms & Conditions for our enquiry BAP/PUR/UTY/Industrial Oxygen Gas/19 dt 01.12.2015 (For Indigenous sources only)

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	FOR, DESTINATION (BHEL,Ranipet-Stores)	
03	PACKING&FORWARDING	Included. (if extra indicate in %)	
04	FREIGHT & INSURANCE	To be included (If extra indicate in %)	
05	EXCISE DUTY in %	To be indicated by supplier. (MODVAT copy to be provide along with supply)	
06	SALES TAX in % VAT/CST	To be indicated by supplier. (concessional form "C" will be/will not be given)	
07	OCTROI	If any, to supplier's account only.	
08	PAYMENT	100% within 45 days after receipt & acceptance of materials at our end for registered MSME supplier. (Kindly note that our present standard payment terms for NON - MSE vendors is "100% within 90 days of receipt and acceptance of materials at our stores". Please confirm your acceptance for the same. In the event of any deviation in the above payment terms the following loading on your total rate will be done as below." Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by you")	
09	DELIVERY PERIOD	To be indicated by supplier	
10	L.D.CLAUSE	As indicated in Enquiry (as per IMPORTANT NOTE) Confirmation L.D. clause as indicated in Enquiry @ 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)	
11	OFFER VALIDITY	Minimum 90 days from the date RA /Technical bid opening.	
12	INSPECTION BEFORE DESPATCH	Will be done at Your Works Before Dispatch	
13	TEST CERTIFICATE	Required	
14	GUARANTEE CERTIFICATE	The materials are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning / putting in to use. OR, 18 months from the date of dispatch, which ever is earliest and if any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR Ranipet / Destination basis within a reasonable time.(Required)	
15	RISK PURCHASE (PLEASE REFER OVERLEAF OF ENQUIRY FORMAT CLAUSE:7)	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 therefor. 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	
16	Cancellation Clause	In the event of non- performance of the contract by the supplier. BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the supplier to rectify the situation. If the supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the seller. BHEL will not pay any cancellation charges or any other charges/damages to the supplier, arising out of such cancellation. In the event of the non-performance of the supply contract, by the supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase). This remedy would be in addition to the revoking of the CEBG on grounds of failure of the supplier in executing the contract and any other legal remedies.”	

17	Force Majeure	If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions epidemics quarantine restrictions, or acts of God (herein after referred to as event) then, provided notice of happening of any such event is given by other within 21 days from date of occurrence thereof neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Purchaser subject to prompt notification by the seller to the Purchaser of the particulars of the event and supply to the purchaser if, required , of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.	
18	Any Other Charges	Please indicate any charge applicable which is not include above	
	Performance Bank Guarantee	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 the Purchase order]. Bidders who do not accept this clause will be rejected.	
19	Confirmation that bidder is Original Equipment manufacturer along with name and place of manufacturing		
20	Supplier Registration Forms- Supplier registration forms in the format available in Annexure-B to be submitted along with the technical offer.		
21	Confirmation if unpriced bid copy is enclosed along with technical offer		
22	CONTACT PERSON NAME:		
23	PHONE #, FAX#		
24	E-MAIL ID,		
25	CELL #		
26	Tin No		

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. Non filling-up of columns may lead to rejection of your offer. If there is any difference (in the points accepted/confirmed) between the offer and this filled-up commercial terms & conditions sheet, the later only shall prevail.

Date:

SIGNATURE WITH SEAL