



**CHECKLIST FOR COMMERCIAL TERMS AND CONDITIONS-IMPORT VENDORS**  
**Part-I FORMAT to Enquiry No. 4201600047 dt 25.04.2016 (FILTER FOR BARH PROJECT)**  
(format to be filled-up by the supplier and to be submitted along with offer)

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION	SUPPLIER'S DEVIATION
01.	PRICE	Firm till completion of order.		
02.	DELIVERY TERMS	CIF Chennai Port basis		
03.	P&F,FREIGHT & INSURANCE, DRAWINGS & DOCUMENTATION,INTERNAL & THIRD PARTY INSPECTION CHARGES ETC.	To be included.		No deviation is acceptable
04.	PAYMENT TERM	100% CAD basis (Cash against documents). If LC is requested , loading charges @ 1.5% of the basic charge will be applicable .		No deviation is acceptable
05.	DELIVERY PERIOD	2 months from the date of LOI/PO		No deviation is acceptable
06.	<b>LD Clause:</b> “If the supplier fails to deliver the Raw material/Components/Equipments within the period specified in the contract the purchaser shall deduct Liquidated Damages , a sum equivalent to 0.5% of the price for each week of delay or part thereof up to a maximum of 10% of the price of delayed/total purchase order value/ undelivered portion to be reckoned from the contract delivery date to cargo readiness date (ie final inspection agency's signed date in the test certificate) “ In addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advances. If the delay in delivery of a part contributes to delay in execution of the total system , LD and interest on advances will be recovered on the total contract price / total advance paid .			
07.	OFFER VALIDITY	Minumum 90 days from the date of price bid opening/Reverse auction		No deviation is acceptable
08.	PARTICIPATION IN REVERSE AUCTION	To confirm.		
09.	INSPECTION BEFORE DESPATCH	Inspection shall be by reputed agencies like LLOYDS / MOODY / BVQA / BVC / SGS / ABS or by Inspection agency approved by IBR for that country of origin.Vendor shall indicate the name of the agency in the technical bid.		No deviation is acceptable
10.	TEST CERTIFICATE	Required		No deviation is acceptable

11.	<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 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.		No deviation is acceptable
12.	<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 Trichy/ 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		No deviation is acceptable

NOTE : 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 .

**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.**

Date :

SIGNATURE WITH SEAL

2/3

**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	Clause wise / Point wise confirmation to be given in TOTO for datasheet and to be submitted along with offer. (i.e Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed).	
02	QUALITY PLAN	Vendor Quality plan to be submitted alongwith the offer	
03	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).	

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 " if any to be incorporated in the PO in the event of order.			APPROVED BY		

**Date**

**VENDOR'S SIGNATURE WITH SEAL**

3/3