



CHECKLIST FOR COMMERCIAL TERMS AND CONDITIONS-IMPORT VENDORS
Part-I FORMAT to Enquiry No. 4201600132 dt 28.09.2016
BOOSTER PUMPS FOR NEW NEYVELI 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. | CURRENCY | Import vendors has to quote in foreign currency. In the event of Purchase Order, Country of Origin Certificate has to be furnished. Please mention the currency in which quote has been submitted. Country of Origin shall be indicated. | | |
| 03. | DELIVERY TERMS | 'CFR' Chennai port basis inclusive of calibration, documentation, inspection charges etc. Freight charges from port of loading to Chennai port shall be indicated separately. Import vendors shall arrange for 'Free' container retention periods of 14 days for customs clearance. If deviating, applicable loading of 22% on Freight / MT shall apply. | | |
| 04. | PAYMENT TERM | 100% CAD basis (Cash against documents) with 10% PBG. If LC is requested , loading charges @ 1.5% of the basic charge will be applicable . | | No deviation is acceptable |
| 05. | Delivery period for Sl.no 10 & 20 | 6 months from the date of LOI/PO with breakup as 2 weeks for complete drawings and documents submission for approval, 2 weeks for approval by BHEL and 5 months for delivery from the date of document approval. | | No deviation is acceptable |
| 06. | Delivery period for spares Sl.no 30 to 260 | 3 months from the date of dispatch clearance | | No deviation is acceptable |
| 07. | LD Clause: "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 . | | | |
| 08. | OFFER VALIDITY | Minimum 90 days from the date of price bid opening/Reverse auction. | | No deviation is acceptable |
| 09 | OFFER VALIDITY FOR SPARES | One year from the date of PO | | No deviation is acceptable |

| | | | | |
|-----|--|--|--|----------------------------|
| 10. | PARTICIPATION IN REVERSE AUCTION | Kindly give your acceptance for participation in the reverse auction. Pls refer RA terms and conditions. | | |
| 11. | INSPECTION BEFORE DESPATCH | Inspection shall be by reputed 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 |
| 12. | TEST CERTIFICATE | Required | | No deviation is acceptable |
| 13. | Risk Purchase clause : 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 |
| 14. | BHEL Standard Guarantee Clause: 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

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 documents as per point 4 of tender 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 | | |
| 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