



CHECKLIST FOR COMMERCIAL TERMS AND CONDITIONS-INDIAN 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.	DELIVERY TERMS	F.O.R. DESTINATION		No deviation is acceptable
03.	DESTINATION AS PER ENQUIRY	New Neyveli site, Tamilnadu		
04.	PACKING, FORWARDING	To be included in base price.		No deviation is acceptable
05.	FREIGHT	Shall be quoted extra. Pls mention the % extra		No deviation is acceptable
06.	INSURANCE	Shall be quoted extra. Pls mention the % extra		
07.	EXCISE DUTY in %	To be indicated by supplier. (CENVAT copy to be provided along with supply)		
08.	CST /VAT in %	Vendor has to confirm the applicable tax (CST or VAT) alongwith %. (Concessional form C / XVII will be given w.r.t CST)		
09.	PAYMENT	90% against dispatch documents and 10% against site acknowledgement		No deviation is acceptable
10.	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
11.	Delivery period for Spares Sl.no 30 to 260	3 months from the date of dispatch clearance		No deviation is acceptable

12	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 .			No deviation is acceptable
13	OFFER VALIDITY	Minumum 90 days from the date of reverse auction/price bid opening		No deviation is acceptable
14	OFFER VALIDITY FOR SPARES	One year from the date of PO		No deviation is acceptable
15	PARTICIPATION IN RA	Kindly give your acceptance for participation in the reverse auction. Pls refer RA terms and conditions.		
16.	INSPECTION BEFORE DESPATCH	Will be done at vendor’s Works before Dispatch by BHEL / BHEL’s Authorized Inspection Agency AIA / BHEL’s customer		No deviation is acceptable
17.	TEST CERTIFICATE	Required		No deviation is acceptable
18.	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
19.	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

1/ 3

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

Date

VENDOR'S SIGNATURE WI

3/3