

Essential Commercial Terms and Conditions (To be filled in full and to be submitted along with offer)

| DESCRIPTION | BHEL Requirement | Suppliers Confirmation |
|--|--|------------------------|
| PRICE | Firm till completion of order. | |
| DELIVERY TERMS | F.O.R. DESTINATION (NTPC Bongaigaon Site) | |
| PACKING & FORWARDING | To be included. (if extra indicate in %) | |
| FREIGHT & INSURANCE | To be included. (if extra indicate in %) | |
| EXCISE DUTY in % | To be indicated by supplier. (CENVAT copy to be provided along with supply) | |
| SALES TAX in % | To be indicated by supplier. (Concessional form C / XVII will be given) | |
| OCTROI | If any, to supplier's account only. | |
| PAYMENT | 100% within 45 days of receipt & acceptance of material at NTPC Bongaigaon site | |
| DELIVERY PERIOD | To be indicated by supplier as per enquiry | |
| L.D.CLAUSE: As indicated in Enquiry (as per IMPORTANT NOTE)@0.5% per week, max of 15% for the delayed delivery. | | |
| OFFER VALIDITY | Minimum 90 days from the date of price bid opening / Reverse Auction | |
| INSPECTION BEFORE DESPATCH | Will be done at vendor's Works before Dispatch by BHEL / BHEL's Authorized Inspection Agency AIA / BHEL's customer | |
| TEST CERTIFICATE | Required | |
| O&M MANUALS | 20 copies to be sent to BHEL Ranipet | |
| 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 there for. 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. | | |
| 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 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 | | |
| 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 despatch 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](List and format Enclosed) | | |

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:

Name & designation of the seller

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 all specifications & to be submitted along with offer. | |
| 02 | DATA SHEET / DRGS | Filled Data Sheet and vendor's Drawings are to be submitted along with offer. (if applicable). | |
| 03 | QUALITY PLAN | To confirm applicable QP will be followed. (OR) Your Quality Plan to be submitted for our review & approval along with offer. | |
| 04 | SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR) | Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted). | |

(To be submitted along with the offer)

| 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:

SIGNATURE WITH SEAL

Essential Commercial Terms and Conditions (To be filled in full and to be submitted along with offer)

| Sl.No | Buyers preference | Suppliers Confirmation |
|-------|---|------------------------|
| 1. | PRICE :Firm till completion of order.[offer with Price Variation Clause is not acceptable] | |
| 2. | DELIVERY TERMS (FOB Seaport and CFR Chennai Sea Port) | |
| 3. | Freight up to Chennai Sea Port to be indicated separately in each case of CFR Chennai Sea Port basis is considered. | |
| 4. | Delivery Period | |
| 5. | Validity of offer (minimum of 90 days from the date of price bid opening) | |
| 6. | Approximate weight and dimension of the goods. | |
| 7. | Name of nearest Sea Port at foreign soil | |
| 8. | Payment Term (100% within 45 days of receipt & acceptance of material at NTPC Bongaigaon site | |
| 9. | Name your bankers on whom the L/C Negotiation can be restricted with swift code | |
| 10 | Deviation Report on buyers' specifications enclosed if any | |
| 11 | Confirmation L.D. clause as indicated in Enquiry [penalty for delayed delivery as per IMPORTANT NOTE] @ 0.5% per week subject to a maximum of 15% for the delayed delivery. | |
| 12 | Details of Indian office/agent if any | |
| 13 | Indian agency commission if any (to be quoted clearly and payable in Indian rupees) | |
| 14 | Original Manufacturers name with Country of Origin | |
| 15 | Country of Origin & Confirmation for the submission of Country of Origin Certificate | |
| 16 | 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 despatch 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](List and format Enclosed) | |
| 17 | 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 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 | |
| 18 | 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. | |
| 19 | Installation Supervision and Commissioning Vendor's scope [Please refer Enquiry Technical Specification] | |
| 20 | O&M MANUAL- 20 copies to be sent to BHEL Ranipet | |
| 21 | SPECIFICATION - Clause wise / Point wise confirmation to be given in TOTO for all specifications& to be submitted along with offer. | |
| 22 | SPECIFICATION DEVIATION DISPOSITION REPORT [SDDR] Attached SDDR to be filled & submit along with offer.(Even NO deviation is taken, NIL report to be submitted). | |
| 23 | Confirmation for the Submission of Test Certificate | |

Note:1) Offer will be evaluated on the basis of Total landed cost to BHEL at the Final destination.

2)All applicable Taxes and duties as per Indian Laws will be deducted from the payment to be made to vendors after placement of Purchase Order.

Date:

Name & designation of the seller

REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION
(To be filled in full and to be submitted along with offer)

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(To be submitted along with the offer)

| 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:

SIGNATURE WITH SEAL

MSE STATUS (APPLICABLE ONLY FOR INDIAN SOURCES)

AS PER THE PUBLIC PROCUREMENT POLICY NOTIFIED BY THE CENTRAL GOVERNMENT, MICRO AND SMALL ENTERPRISES QUOTING WITHIN THE PRICE BAND OF L1+15% SHALL BE ALLOWED TO SUPPLY A PORTION OF THE REQUIREMENT UP TO 20% OF THE TENDER VALUE SUBJECT TO CONDITION THAT SUCH ENTERPRISES BRING DOWN THEIR PRICE TO L1 PRICE WHERE L1 PRICE IS FROM OTHER THAN A MICRO AND SMALL ENTERPRISE. IF L1 OFFER IS FROM A MICRO / SMALL ENTERPRISE, THIS PROVISION WILL NOT BE APPLICABLE. IN CASE MORE THAN ONE MICRO AND SMALL ENTERPRISE IS THERE WITHIN THIS SPAN, THE SUPPLY SHALL BE SHARED PROPORTIONATE TO THE TENDER QUANTITY. (70:30 OR 50:30:20 OF THE ELIGIBLE QUANTITY)

NOTE: SPECIAL PROVISION FOR MICRO AND SMALL ENTERPRISES OWNED BY SC OR ST: - SUB TARGET OF 20% (I.E. 4% OUT OF 20%) WOULD BE EARMARKED FOR PROCUREMENT FROM MICRO AND SMALL ENTERPRISES OWNED BY THE SCHEDULED CASTE OR SCHEDULED TRIBE ENTREPRENEURS PROVIDED THAT IN EVENT OF FAILURE OF SUCH MICRO AND SMALL ENTERPRISES TO PARTICIPATE IN THE TENDER PROCESS OR MEET THE TENDER REQUIREMENTS AND THE L1 PRICE, THE 4% SUB-TARGET FOR PROCUREMENT EAR-MARKED MSE OWNED BY SCHEDULED CASTE OR SCHEDULED TRIBE ENTREPRENEURS SHALL BE MET FROM OTHER MSE ENTERPRISES/S. THE MSE CONCESSION IS SUBJECT TO CONDITION THAT LATEST VALID CERTIFICATE FOR MSE AND OWNERSHIP IS SUBMITTED ALONG WITH THE OFFER. OFFER/S RECEIVED WITHOUT THESE DOCUMENTS WILL BE TREATED AS NON-MSE AND ORDER FINALIZATION WILL BE DONE BASED ON THIS PREMISE. DOCUMENTS SUBMITTED AFTER BID OPENING WILL NOT BE CONSIDERED IN THE TENDER. THIS PROVISION FOR MSE WILL APPLY SUBJECT TO THE CONDITION THAT THE PARTICIPATING MSE MEETS THE TENDER REQUIREMENTS.