

Sl. No.	Commercial Terms	BHEL ISG Terms	Deviation	Loading factor for Non-compliance of BHEL ISG terms
1	Terms of Payment	<p>a) For Indegenious suppliers :</p> <ol style="list-style-type: none"> 15% of the Supply (Ex-works) value to be paid as advance against submission of BG of equivalent value valid till last date of dispatch, initially up to last contractual dispatch date 80% of supply value against approval of GA drgs, data sheets and calculation sheets of all the equipments as per the list of drawings indicated in the specifications and supply of equipments against dispatch documents with 100% taxes and duties, within 60 days from the date of dispatch. 5% of supply value against Final Acceptance Certificate from the customer, within 60 days. <p>b) For foreign suppliers :</p> <ol style="list-style-type: none"> 15% of the Supply value to be paid as advance through irrovacable LC against submission of BG of equivalent value valid till last date of dispatch, initially upto last contractual dispatch date. 80% of supply value against approval of GA drgs, data sheets and calculation sheets of all the equipments as per the list of drawings indicated in the specifications and supply of equipments against irrevocable L/C with a usance period of 60 days from the date of dispatch, to be opened after receipt of inspection call along with internal TCs. LC opening 	<p>For 80% payment :</p> <ol style="list-style-type: none"> Immediate on dispatch Within 30 days of dispatch Through bank <p>No deviation shall be accepted.</p> <p>For 80% payment :</p> <ol style="list-style-type: none"> Immediate on dispatch Within 30 days of dispatch 	<ol style="list-style-type: none"> PLR of SBI + 2% for the period of deviation on 80% of the basic material value PLR of SBI + 1% for the period of deviation on 80% of the basic material value PLR of SBI + 2.5% for the period of deviation on 80% of the basic material value <ol style="list-style-type: none"> 2% on the 80% of the basic material value 1% on the 80% of the basic material value

		<p>charges shall be respective account. However LC amendment charges shall be to vendor's account.</p> <p>3. 5% of supply value against irrevocable L/C with a usance period of 60 days from the date of opening of LC against Final Acceptance Certificate from the customer.</p>		
2.	Performance Bank Guarantee	<p>BG submitted by vendor for 15% advance shall be converted into Performance Bank Guarantee, whose validity shall be extended till the Guarantee Period + 3 months claim period.</p>	If not agreed	7.5% of the basic material value. For part BG part loading will be done.
3.	LD/Penalty (common for indigenous/imported/HSS)	<p>LD for Delay in Completion of supply</p> <p>0.5% of the total order value per week of delay beyond the contractual delivery, limited to 5% of the total order value.</p> <p>Inspection call with internal TCs shall be treated as delivery date for LD purposes, provided the material is found ready during inspection.</p> <p>7.2 LD for Short fall in Capacity</p> <p>LD for shortfall in Crusher capacity for deficiency of 1% or part thereof in Guaranteed Capacity shall be US \$ 4174</p> <p>LD shall be assessed on the basis of conveyor stream flow path/equipment having the poorest performance. The LD for only one of the two paths having poorest performance shall be payable.</p> <p>Contractors aggregate liability to pay LD for failure to attain the functional guarantee shall not exceed 25% of the Contract Price and such amount shall be recoverable by operating the PBG of the contractor or deduction from the contract price.</p>	<p>If not agreed</p> <p>No deviation permitted.</p>	5% of the total order value

		<p>7.3 LD for Mandatory Spares Half Percent (0.5%) of Contract price of the delayed Mandatory Spares per week or part thereof of delay , subject to maximum of 5 % of the Total contract price of Mandatory Spares covered under this package.</p> <p>7.4 LD for Delay in submission of Drawings In case of any Delay in submission of Drawings against Sl. No.1.0 of Time Schedule , LD @ of Rs. 5.0 Lakhs (or equivalent foreign currency as per exchange rate as on price opening date) per week of Delay shall be levied if delay is attributable to contractor . However this LD amount deducted shall be refunded in full if the contractor completes the project as per the Time schedule.</p>	<p>If not agreed</p> <p>No deviation permitted.</p>	5% of the total contract value of spares
4.	Guarantee	18 Months from the date of Completion of Facility or 12 Months from the date of Operational Acceptance or 36 months from the date of LOI, whichever is earlier.	If not agreed for the stipulated guarantee period in the enquiry	0.5% of the basic material value per month for the difference in period
5.	Risk Purchase	For delay / failure in completing the contract.	No deviation permitted.	
6.	Delivery	<p>a) Drawing submission with 1 month from the date of LOI.</p> <p>b) Drawing approval by BHEL / Customer within 1 month of submission.</p> <p>c) Delivery within 32 weeks from the date of LOI.</p> <p>If the drawing approval is delayed beyond 2 weeks, the delivery schedule shall be extended accordingly.</p>	Deviation permitted up to 36 weeks. No deviation permitted beyond 36 weeks.	Loading @ 0.5% per week from 32 weeks to 36 weeks.

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