

Commercial terms and Conditions

Sl.No	Clause	BHEL’S Requirement	Acceptance/Remarks
1	PRICE	FIRM, Ex-works inclusive of Sea Worthing packing & forwarding upto Mumbai Port. ED+CESS and CST are 'nil' as it is physical export order. Freight extra at actuals.	
2	SALES TAX	CST is Nil	
3	EXCISE DUTY	ED nil	
4	FREIGHT	Equipment to be despatched by road on freight prepaid upto MUMBAI/Chennai Port. Consignee copy of LR to be sent along with truck. Freight Charges up to Mumbai Port to be indicated separately in price bid only. This will be reimbursed at actuals against documentary proof (original of stamped transporter’s receipt with cheque no, name of Bank from transporter) limited to the amount indicated. Consignment shall be despatched by our authorised transporter only.	
5	TRANSIT INSURANCE	BHEL scope(From vendors factory up to Customer site)	
6	TERMS OF PAYMENT	FOR SUPPLY:- a) 90% payment within 60 days from date of receipt of complete set of original / Copy of LR and other despatch documents including test reports and P.B.G to BHEL. b). Balance 10% within 30 days of commisioning of the system or within one year from date of reciept of material at Mumbai Port only, whichever is earlier and submission of all technical documents as per P.O.	

Prepared By

Checked & Approved By

VINOY KUMAR SINHA

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		For SUPERVISION OF ERECTION & COMMISSIONING 100% payment within 60 days after commissioning and handing over sets to ultimate customer.	
7	DELIVERY	March 2008	
8	GUARANTEE PERIOD	12 months from the date of contractual commissioning from 14.4.2010 ie, upto 14.4.2011	
9	LIQUIDATED DAMAGES	In the event of delay in contractualDelivery will attract LD/penalty @ 0.5% value per week of on total order value but limited to a max of 5% of the total order (Ex Works) value. Inspection call date with internal TC will be taken as delivery date for LD purpose, provided the material is found ready during inspection.	
10	PBG	PBG for 10% of order value is to be submitted alongwith bill for despatch payment. This BG is to be furnished with additional claim period of 3 months beyound the guarantee period.	
11	INSPECTION	At manufacturer’s works prior to despatch by BHEL/Customer/Consultant. Inspection call with internal TC’s to be given 10 days in advance.	
12	SPLIT ORDER	Confirm acceptance of order for part quantities.	
13	NO OF CONSIGNMENTS	Limited to minimum	

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14	ARBITRATION	Subject to Bangalore Jurisdiction only based on Indian arbitration Act 1996.	
15	RISK PURCHASE	In case of default/ late delivery, purchaser reserves his right to make alternate arrangement / procurement at supplier’s risk and cost.	
16	DRAWING SUBMISSION	Drawing submission by supplier shall be within 4 weeks from date of LOI and drawing approval by BHEL within 6 weeks of submission. Incase drawing approval is delayed beyond 6 weeks then delivery shall be extended accordingly.	
17	VALIDITY OF OFFER	90 days from due date. In case Revised price bids were sought due to revision in BOM/Scope during technical evaluation, then revised price bids shall be validfor another 90 days from revised due date.	
18	QUANTITY VARIATION	Prices shall be valid for ordering additional quantities upto 25% within delivery period of PO.	
19	REG NO & VALIDITY	Attach the copy of the same.	
20	LOCATION OF SITE	KOSTI THERMAL POWER STATION, C/o National Electric Corporation, KOSTI, SUDAN	
21	SUPERVISION OF E & C	Shall be separatly quoted in Price bid.	
22	OTHER TERMS	Price bid By Reverse Auction: However, vendor shall submit sealed price bids while submitting technical and commercial bid. Incase the reverse auction fails OR due to any reason, BHEL reserves the right to open sealed price in public and finalise	

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		the placement of order accordingly.	
23	OTHER TERMS	<p>Please submit your quotation as per our enquiry confirming all points in the item description otherwise your offer may be rejected.</p> <p>In case any devaition from BHEL requirement the same has to be clearly stated.</p> <p>In case the terms and conditions are not accepted your offer is likely to be rejected. Confirm terms & conditions as per our requirement.</p> <p>Please take Xerox of the enclosed specification and indicate your confirmation for each point otherwise your offer may be rejected.</p>	

IMPORTANT POINTS TO NOTE

(1) Date of inspection call with internal TC will be taken as delivery date for LD purposes, provided the material is found ready during inspection.

If Drawing approval by BHEL takes more than 4 weeks then the schedule delivery will stand extended by the same period.

(2) No Material will be despatched without written despatch clearance from BHEL-ISG (MM DEPT).

(3) All above columns are to be filled up, otherwise the offer is subject to rejection.

(4) No prices to be filled up in this format. All prices are to be filled up only in price bid including unit price if asked and upper limit of freight charges.

(5) Delivery with respect to technical specification and commercial terms and conditions, if any must be clearly mentioned in the " DEVIATION FORMAT" enclosed herewith. If required, please use additional sheet. If there is no Deviation, Please write same in the " DEVIATION FORMAT".

(6) The Commercial terms and conditions shall be given with Technical Bid. Non-acceptance of our Commercial terms may lead to rejection of your offer.

(7) During technical scrutiny, our Project Engg. Department may ask further clarification. The technical reply may be sent directly to the concerned person but additional price bid, if any due to technical changes must be sent in a separate sealed cover to Material Management Department Only.

Supplier's Signature with Date:

Name :

Company Seal/Name :

ISSUED BY : MM	REV NO. OO	DATE : 16-03-2007	PAGE NO : 5 OF 5
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