

COMMERCIAL TERMS & CONDITIONS

- 1.0 **GENERAL** : The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.
- 2.0 **BANK CHARGES** : Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.
- 3.0 **PRICES** : Prices are net F.O.R. destination inclusive of freight, handling, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the contract.
- 4.0 **QUALITY** : All Systems/goods/services supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 5.0 **CHANGE OF ORDER** : No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.
- 6.0 **PACKING AND MARKING** : Seller/Contractor shall arrange for sound packing and marking the goods ~~to avoid any loss or damage during transit.~~
- 7.0 **LOCATION & CONSIGNEE** : Complete Systems/goods will be consigned to DH (PEM – IT), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the installation and commissioning activities.
- 8.0 **Payment Terms:**
Bills in duplicate with Delivery Chaffan (DC) ~~to be submitted to the concerned user groups.~~ After due verification by the user groups and on their approval the bills will be qualified for the payment by our IT and finance department. Payment shall be released on a monthly basis at the end of each month based upon the number of documents scanned during the month.
- 9.0 **MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer.
- 10.0 **INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.
- 11.0 **DELIVERY** The successful bidder will have to start on-site scanning within 4 weeks of placement of LOI/work order.
- 12.0 **VARIATION** : The prices shall remain firm for any increase or decrease in order quantities upto plus or minus 30%. The purchaser shall have the

right to increase or decrease quantities upto the above extent and Seller/Contractor shall be bound to accept the same at the contracted prices without any escalation.

- 13.0 LIQUIDATED DAMAGES :** The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to complete the projects within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the goods. However, if accepted, liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied on the value of goods delayed limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.
- 14.0 FORCE MAJEURE :** Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.
- 15.0 PATENTS & TRADEMARKS :** Seller/Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/Software ~~supplied by the Seller/Contractor, for~~ infringement of any right protected by patent, registration of designs or trade marks and legality of usage of Software. In the event of any such claims being made against the Purchaser, Purchaser will inform the Seller/Contractor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.
- 16.0 LAWS GOVERNING THE CONTRACT:** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.
- 17.0 JURISDICTION OF COURT :** The jurisdiction to decide any disputes in the Contract shall be at New Delhi under any circumstances.
- 18.0 SUBMISSION OF INVOICE :** All Invoices shall be submitted along with specified documents in triplicate to IT Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.
- 19.0 ACCEPTANCE:** Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to IT DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201 301, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.

20.0 RECOVERY OF OUTSTANDING AMOUNT : In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.