

ANNEXURE – ‘C’ to Enquiry 4280202E
COMMERCIAL TERMS AND CONDITIONS
(To be filled in full and to be submitted along with offer)

Any deviation to the BHEL standard clauses, will be loaded with basic price

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATIONS
01.	PRICE	Firm till completion of order.	
02.	DELIVERY TERMS	F.O.R. DESTINATION (Destination: BHEL Stores, Ranipet)	
03.	PACKING & FORWARDING	Included (Please include it with Basic and quote).	Included with Basic price.
04.	FREIGHT & INSURANCE	Included (Please include it with Basic and quote).	Included with Basic price.
05.	GST %	To be indicated by supplier.	
06.	HSN CODE	To be indicated by supplier.	
07.	GSTN NO. OF ORG.	To be indicated by supplier.	
08.	PAYMENT	1) 100% within 45 days after receipt & acceptance of materials at our end for MSME suppliers and 2) 100% within 90 days after receipt & acceptance of materials at our end for Non-MSME suppliers. [SPECIAL NOTE: ANY DEVIATION TO THIS CLAUSE SHALL BE LOADED WITH QUOTED BASIC WHILE EVALUATING THE OFFER].	
09.	DELIVERY PERIOD	In terms of weeks from the date of PO.	
10.	L.D. CLAUSE: As indicated in Enquiry (As per IMPORTANT NOTE) @ 0.5% per week, max of 10% for the delayed delivery. [SPECIAL NOTE: ANY DEVIATION TO THIS CLAUSE SHALL BE LOADED WITH QUOTED BASIC PRICE WHILE EVALUATING THE OFFER].		
11.	OFFER VALIDITY	Minimum 90 days from the date of tender opening.	
12.	PERFORMANCE BANK GUARANTEE		
13.	INSPECTION BEFORE DISPATCH	Will be done at supplier's works before dispatch by BHEL/BHEL Approved agency.	
14.	TEST CERTIFICATE	Required.	
15.	Risk Purchase clause : Your confirmation to our standard risk purchase clause that alternatively 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 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.		
16.	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		
17.	MSME / Non MSME Status: Pls. mention whether your company falls under the category – MSME or non MSME. If MSME - Micro, small or medium enterprise, copy of certificate attested by certified chartered accountant shall be submitted along with the offer. [IMPORTANT NOTE: - MSE suppliers can avail intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement of EM II) or valid NSIC certificate or EM II certificate along with attested copy of a chartered accountant certificate (Format enclosed as Annexure-1 where deemed validity EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarised or attested by a gazetted officer.]		
18.	Name of Supplier and BAP* vendor code if any		
19.	Place of Manufacturing: Pls. mention your complete address of the place of manufacturing.		
20.	Reverse Auction terms as per Annexure-D		
21.	Rate Contract terms as per Annexure-E		N/A

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 without filled up and this may be liable for rejection of offer.

BAP* = Boiler Auxiliaries Plant, BHEL, Ranipet.

DATE:

SIGNATURE WITH SEAL

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01	TECH. SPEC. [AS PER ITEM DESCRIPTION]	Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer. (i.e Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed).	
02	DATA SHEETS / BHEL DRAWINGS [AS PER ITEM DESCRIPTION]	Filled Data Sheet and your Drgs are to be submitted along with offer. (if applicable).	
03	QUALITY PLAN [AS PER ITEM DESCRIPTION]	Contract quality requirement should be filled and submitted along with the offer.	
04	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR) [AS PER ITEM DESCRIPTION]	Attached SDDR to be filled & submit along with offer. (Even NO deviation is taken, NIL report to be submitted).	

Date:

SIGNATURE WITH COMPANY SEAL

(To be submitted along with the offer)

SPECIFICATION DEVIATION DISPOSITION REPORT				
Item				
Enq. No & Date				
Vendor Name				
SPECIFICATION				
Page	Clause	Details Of Deviation With Reason	Disposition By BHEL	
Signature Of Vendor			Reviewed By	
“AGREED DEVIATION” if any to be incorporated in the PO in the event of order.			APPROVED BY	

Date:

SIGNATURE WITH COMPANY SEAL