ANNEXURE - C TO OPEN TENDER No: 5260851E / OT FOR Oil Injection Kit For Mounting And Dismounting Of Bearing

CHECK LIST STANDARD COMMERCIAL TERMS & CONDITIONS

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation (if any)
01	**Terms of Delivery:**		
(a)	**Indigenous Supplies :** FOR - Destination means Free On Road - BHEL Ranipet stores Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. Unloading at BHEL Stores would be to the account of BHEL only].		
(b)	**Foreign Supplies :** CFR Chennai Sea Port Basis only and Insurance in BHEL's scope.		
02	**Delivery Period:** To mention clearly the exact delivery period as it attracts contractual penalty on delays.To be indicated in days/weeks/months from date of receipt of Purchase Order (P.O)		
03	**Liquidated Damages (LD) :** The applicable LD shall be at the rate of 0.5% per week to maximum of 10% for the undelivered portion and for the deliveries made beyond the agreed Delivery Period. Delivery being the essence of BHEL's contract requirements, in the event that a Supplier does not accept the above LD condition, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.		
4 (a)	**Terms of payment for Indigenous Suppliers:** 100% payment will be made directly thru' EFT within 90 days from the date of receipt and acceptance of materials at BHEL Stores for NON-MSME vendors and with in 45 days for MSME vendore. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.		
4 (b)	**Terms of Payment for Foreign Suppliers:** "100% thru' irrevocable & unconfirmed LC at sight through any one of our Bankers listed elsewhere in the tender conditions for 100% value (less Agency Commission, ifany) valid upto the PO delivery period and 15 days thereafter for negotiation. All bank charges in India to BHEL's account and all other charges outside India to Supplier's account. BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 90 days.		
05	Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of the contract. Agency agreement copy shall be submitted along with Annexure-C without fail. **Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.**		
06	**Guarantee Period:** Guarantee regarding manufacturing defect should be for a period of 12 months from date of putting in to use or 18 months from the date of shipment whichever event occurs earlier.		

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S No.	BHEL Standard Terms	Supplier Confirmation	Deviation (if any)
07	**Performance Bank Guarantee (PBG):** Supplier has to submit PBG for a value of 10% of the contract amount. PBG validity will be 18 months with claim period of 3 months. If any supplier do not agree to give PBG, then suitable loading on cost will be considered. Loading of PBG w.r.t tender terms will be done at the rate as “Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, for the periods of 21 months.		
07	**Validity:** Supplier to mention clearly the validity date of the offer. Minimum 90 days from first tender opening date and 60 days from the date of the Reverse Auction/Price bid opening date;		
08	**Clientele List:** Supplier to submit detailed clientele list with their full address including detail of contact person with phone no., fax no. & e-mail ID as per clause A]i) of Annexure - B (STANDARD TERMS & CONDITIONS).		
09	**Reverse Auction (R/A) / Bidding through Internet:** Supplier confirmation required.		
10	**Taxes & Duties:**		
(i)	**Excise duty in % (for Indigenous supplier):** ED Exempted being mega power project		
(ii)	**Sales tax in % (for Indigenous supplier): VAT / CST** to be indicated by the supplier. In case of TNVAT, VAT input credit will be restricted to 2% only.		
12	**Test Certificate:** To be submitted. With Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions		
13	**Risk Purchase Clause (as per clause-I of Annexure-B)** (Supplier Confirmation Required)		
14	Firm price till completion of order		
15	Inspection before despatch at supplier's works by BHEL/TPI agency/Customer		
16	MSE /NON MSE STATUS WITH PROOF		
17	**For Foreign Offers:**		
(i)	Manufacturers' Name and address:		
(ii)	Country of Origin:		
(iii)	Mills Letter of Authority		
(iv)	Agency Agreement		
(v)	Approximate weight and cubage of the consignment.		

Signature & Office Seal of Vendor