

Annexure-I

Essential Commercial Terms & Conditions for our enquiry : NIT_50791(1491184E) DT.27.12.2019

SI No	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	PRICE	shall be firm till supply completion	
02	DELIVERY TERMS	FOR, DESTINATION (BHEL, RANIPET, STORES)	
03	PACKING&FORWARDING	Included. (if extra indicate in %)	
04	FREIGHT & INSURANCE	To be included (If extra indicate in %)	
05	GST Registration No	To be indicated by supplier	
06	HSN Code	To be indicated for each product by supplier	
07	GST Applicable rate	IGST / SGST / CGST / UTGST to be indicated by supplier (Applicable on basic price).	
08	MSME STATUS (MICRO/SMALL/MEDIUM)	Supplier has to mention, whether they are coming under Micro/ Small / Medium Enterprises. If you are coming in Micro/ Small industries, submit the EMII/ Udyog Aadhar. If issue date of EMII /Udyog aadhaar is more than 5 years old ,Submit Chartered accountant Certificate in the attached format.	
09	PAYMENT	100% within 45 days after receipt & acceptance of materials at our end for registered MSE (Micro & Small) supplier. (Kindly note that our present standard payment terms for NON - MSE vendors is "100% within 90 days of receipt and acceptance of materials at our stores". Please confirm your acceptance for the same. In the event of any deviation in the above payment terms the following loading on your total rate will be done as below." Marginal Cost of funds based Lending rate (MCLR) of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by you")	
10	DELIVERY PERIOD	To be indicated by supplier (In terms of no of weeks from the date of PO).	
11	L.D.CLAUSE	As indicated in Enquiry (as per IMPORTANT NOTE) Confirmation L.D. clause as indicated in Enquiry @ 0.5% per week subject to a maximum of 10% for the delayed delivery. (In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder).Kindly mention Accepted/Not Accepted.	
12	OFFER VALIDITY	Minimum 90 days from the date RA /Technical bid opening.	
13	Confirmation for Reverse Auction	"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders shall give their acceptance with their offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of the bids, in case BHEL decides to go for RA."	
14	INSPECTION BEFORE DESPATCH	Will be done at Your Works Before Dispatch	
15	TEST CERTIFICATE	Required	
16	GUARANTEE CERTIFICATE	The materials are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning / putting in to use. OR, 18 months from the date of dispatch, whichever is earliest and if any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR Ranipet / Destination basis within a reasonable time.(Required)	
17	RISK PURCHASE	Alternatively, the purchaser at his option will be entitled 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 L.D clause above. Non-acceptance of Risk Purchase is liable to be non-consideration of the bids.	

Date:

SIGNATURE WITH SEAL

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18	Cancellation Clause	In the event of non- performance of the contract by the supplier. BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the supplier to rectify the situation. If the supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the seller. BHEL will not pay any cancellation charges or any other charges/damages to the supplier, arising out of such cancellation. In the event of the non-performance of the supply contract, by the supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase). This remedy would be in addition to the revoking of the CEBG on grounds of failure of the supplier in executing the contract and any other legal remedies."	
19	Force Majeure	If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions epidemics quarantine restrictions, or acts of God (herein after referred to as event) then, provided notice of happening of any such event is given by other within 21 days from date of occurrence thereof neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Purchaser subject to prompt notification by the seller to the Purchaser of the particulars of the event and supply to the purchaser if, required , of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.	
20	Company PAN No:		
21	CONTACT PERSON NAME:		
22	Works Address		
23	PHONE #, FAX#		
24	E-MAIL ID,		
25	CELL #		
26	Specification deviation disposition report (SDDR)	Attached SDDR to be filled & submit along with offer.[In case of NO deviation is taken, NIL report to be submitted]	

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

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 blank. Non filling-up of columns may lead to rejection of your offer. If there is any difference (in the points accepted/confirmed) between the offer and this filled-up commercial terms & conditions sheet, the later only shall prevail.

Date:

SIGNATURE WITH SEAL