



**ANNEXURE - C TO OPEN TENDER No: 7261309E / OT for Air Cylinders**  
**CHECK LIST STANDARD COMMERCIAL TERMS & CONDITIONS**

| S No. | BHEL Standard Terms                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Supplier Confirmation | Deviation (if any) |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------|
| 01    | <b>Terms of Delivery:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |                    |
| (a)   | <b>Indigenous Supplies :</b> FOR - Destination means FOR - BHEL Stores, Ranipet [Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. If Extra, indicate in %. Unloading at BHEL Stores would be to the account of BHEL only].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |                    |
| (b)   | <b>Foreign Supplies :</b> CFR Chennai Sea Port Basis only and Insurance in BHEL's scope.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |                    |
| 02    | <b>Delivery Period:</b> 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    | <b>Liquidated Damages (LD) :</b> 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) | <b>Terms of payment for Indigenous Suppliers:</b><br>100% within 45 days for MSE (micro & small) and within 90 days for non-MSE after receipt & acceptance of materials at site. 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) | <b>Terms of Payment for Foreign Suppliers:</b><br>"100% thru' irrevocable & unconfirmed LC at sight within 3 weeks from the PO date through any one of our Bankers listed elsewhere in the tender conditions for 100% value (less Agency Commission, if any) 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.<br><br><b>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.</b>                                                                                                                     |                       |                    |



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|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------|
| 06                                | <b>Guarantee Period:</b> Guarantee regarding manufacturing defect should be for a period of 12 months from date of acceptance of the materials at BHEL Stores, or 18 months from the date of shipment whichever event occurs earlier.                                                                                                                                                                                                                                                                                                                                          |                       |                    |
| 07                                | <b>PERFORMANCE BANK GUARANTEE (10% OF ORDER VALUE):</b> REQUIRED for a period of 21 months from the date of SRV (including 3 months retention period). If any supplier is asking for any deviation or non-acceptance, then suitable loading on cost will be considered (on 10% value for 21 months). Loading of any deviation 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 relaxation sought by bidders. |                       |                    |
| 08                                | <b>Validity:</b> Supplier to mention clearly the validity date of the offer. Minimum 90 days from first tender opening date or 60 days from the date of the Reverse Auction/Price bid opening date;                                                                                                                                                                                                                                                                                                                                                                            |                       |                    |
| 09                                | <b>Clientele List:</b> 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 Aji) of Annexure - B (STANDARD TERMS & CONDITIONS).                                                                                                                                                                                                                                                                                                                                             |                       |                    |
| 10                                | <b>Taxes &amp; Duties:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |                    |
| (i)                               | <b>Excise duty in % (for Indigenous supplier):</b> To be indicated by supplier. ED invoice is required for availing Cenvat. benefit                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                    |
| (ii)                              | <b>Sales tax in % (for Indigenous supplier): VAT / CST</b> to be indicated by the supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |                    |
| 11                                | <b>Test Certificate:</b> To be submitted. With Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |                    |
| 12                                | <b>Risk Purchase Clause (as per clause-I of Annexure-B)</b> (Supplier Confirmation Required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |                    |
| 13                                | Firm price till completion of order                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                    |
| 14                                | Inspection before despatch at supplier's works by BHEL/TPI agency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |                    |
| 15                                | MSE /NON MSE STATUS WITH PROOF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |                    |
| 16                                | <b>For Foreign Offers:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |                    |
| (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 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                       |                    |