## Annexure-I to the Enquiry

Essential Commercial Terms & Conditions for our enquiry: 2020564E

		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 #, Mobile	
24	E-MAIL ID,	
25	(SDDR)	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											
Specification:						Item					
Enq.No & Date											
Vendor Name											
SPECN											
Page	Page Clause			Details Of Deviation With Reason					Disposition Bhel	on By	
Signature Of Vendor									Reviewed	I Ву	
" AGREED DEVIA			TION "						APPROVED BY		
if any to be i	) in the	event of c	order.				AFFRUVE	וסט			

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

