## TERMS AND CONDITIONS FOR INDIGENOUS OFFERS

a) **Quotations :** Each Tender should be sent in duplicate in a sealed cover. Inner cover should sealed with tender's distinctive seal and superscribed with correct Tender No., item of supply and due date of opening. Tender should not be addressed to any individual's names but only by designation and shall be addressed to

Dy. Manager/Purchase, BHARAT HEAVY ELECTRICALS LIMITED, BOLIER AUXILIARIES PLANT, INDIRA GANDHI INDUSTRIAL COMPLEX, RANIPET, VELLORE DISTRICT - 632406, INDIA.

1. Detailed Technical Literature / Write - up
2. Latest Catalogue covering the items in quote.
3. Detailed Dimensional Drawing.

b) Tenders should be neatly typewritten and should be free from CORRECTION AND ERASURES. Corrections, if any, must be attested. All amount shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

c) Price should be nett F.O.R. destination inclusive of risk in transit and remain valid for 90 days from the due date.

d) If any Sales Tax is payable as extra to the quoted price it should be specifically stated in quotation failing which the purchaser will not be liable for payment of Sales Tax. Our TIN No. 33024364741 & CST Number 1141686.

e) Products with I.S.I certification marks will be preferred.

f) The applicable rate of excise duty shall be clearly indicated in the quote itself.

g) The tenderer shall fill up the specification Deviation Disposition Report either NIL or the deviation taken by the tenderer against the Tender specification.

2. **Samples :** Wherever possible samples should be submitted separately whether specifically requested or not, so as to reach the purchase on or before the due date of the enquiry. They should be clearly marked with the Enquiry No. and the date on the outside cover to facilitate identification.

3. **Packing and Marking :**The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

4. **Terms of Payment :**Payment will be made within 45 days for MSME (Small / Micro) Vendors and 90 days for others after receipt and acceptance of materials at BHEL Stores or receipt of site acknowledgment in case of direct to site items of satisfactory receipt of materials at site. Where required by the purchase, the successful tenderer must send the operation and maintenance manuals, test certificates, drawings, etc., as called for, for the materials ordered. These should be sent immediately after despatch of the materials and a statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bills. Goods despatched either by V.P.P. or by the documents presented through bank will not be accepted unless agreed to by the Purchaser.

The transporter's copy of Excise Invoice should accompany the material. The Original Invoice alongwith other documents shall be (a) routed through bank or (b) directly sent to us as called for in the contract. One set of the Advance copies of the above documents shall be sent to Manager / Finance (Stores Bill section), BHEL, BAP, RANIPET - 6 and one set to Dy. Manager / Purchase BHEL, BAP, RANIPET - 6.

5. **Liquidated Damages :** It is clearly understood among the parties to the contract that "Time is the essence of the contract". Therefore, the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified, the Purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of 1/2% of the value of goods delayed for each week of delay or part thereof will be levied without prejudice to any other relief or compensation due to the purchaser under any other condition of this contract.

6. **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 despatch 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 penality at the rate mentioned in Clause 6 above.

7. **Preferential Delivery :** It should be noted that it a contract is placed on higher tenderer as a result of this invitation to tender in preference to the lowest acceptable offer in consideration to the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freights, sales tax, duties and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.

8. **MODVAT CREDIT :** If any Excise duty is payable, the chapter h[illegible] h - head reference and the rate of duty should be quoted. If the tenderer is availing MODVAT credit for his input materials, the effect of proforma crod- it should be passed on the purchaser. Tender under "MODVAT" shall be preferred.

9. **General :** a) The Purchaser reserves the right to split up the tender and place for individual items with different tenderers and also increase the quantity.

## TERMS AND CONDITIONS FOR FOREIGN OFFERS

**Offer :** Offer in ENGLISH LANGUAGE AND IN TRIPLICATE IN A SEALED COVER superscribing the enquiry number and due date shall be submitted addressed to : THE DY. MANAGER / PURCHASE, BHARAT HEAVY ELECTRICALS LIMITED, BOILER AUXILIARIES PLANT, INDIRA GANDHI INDUSTRIAL COMPLEX, RANIPET - 632 406, TAMIL NADU, INDIA.

Offers should be firm for net FOB / FCA nearest Sea / air port price and C & F Chennai Port Price indicating the shipping specifications and the earliest delivery in the respect of others from overseas suppliers.

**Documents :**

(i) Offers should be accompanied by detailed technical literature, catalogue and detailed dimensional drawing in ENGLISH and in TRIPLICATE, or otherwise the offers will not be considered.

(ii) In case overseas suppliers route their accredited selling agents, a letter of authority should be furnished mentioning the name and address of their selling agents, who are authorised to bid, negotiate and conclude a contract on their behalf.

**Agency Commission :**In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India shall invariably be shown separately in the proforma invoice and this will be paid by us in India, in Indian Rupees, on satisfactory completion of the contract.

**Spares :** The tenderer should quote separately for spares that are required for two years trouble free operation. The spares offer should accompany the offer of main equipment, otherwise the quotation will be overlooked.

**Validity :** The offers for main equipment and spares shall be kept open for acceptance for 120 days (one hundred and twenty days) for the date of opening of the tender.

**Test Certificates, Operating and Maintenance Manuals :**The tenderer shall clearly mention in their offer that Test Certificates and Operating and Manuals, etc., as called for in technical specification, in the required number of copies will be provided at no extra cost. If any amount is payable as extra, the same shall be indicated separately in the offer.

**Terms and payment :**In the event of an order the purchaser will arrange for an unconfirmed irrevocable letter of credit against presentation of documents. Under, no circumstances confirmed irrecoverable letter of credit will be established by the purchaser.

**General :**

(i) Preference will be given to suitable indigenous or ex-stock imported offers, failing which imported offers from incoming consignment against the indigenous supplies "Stock and sale Licence" will be accepted, If Stock and sale licence is not available with the indigenous suppliers, the same shall be indicated in their offer.

(ii) The offer should reach us before the time of opening of tenders. The offer will be opened at 14.30 hours on the due date in the presence of the tenderers who may like to be present.

(iii) BANK GUARANTEE (If applicable) : The supplier in the event of an order, should furnish a Bank Guarantee from an approved Bank at no extra cost in a proforma which will be supplied to the supplier, along with the order, for an amount equivalent to 10% of the value of the contract. The bank Guarantee should remain in full force and effect during the period that would be taken of successful completion of the contact and shall continue to be enforceable till 12 months from the date of receipt of consignment at purchaser's site or 18 months from the date of last shipment at the port of Delivery, whichever is earlier.

(iv) INCOTERMS : The definition for terms shall be as per Incoterms 2000

(V) PLEASE QUOTE YOUR RATE FOR ALL THE FOLLOWING CONDITIONS.

(a) FOB on at sight L.C.

(b) On C & F Chennai Port India with at sight L.C.

(c) Rate on credit basis with rate of interest and period of credit.

(d) Rates with suppliers credit.