

TERMS AND CONDITIONS *(Indigenous)*

1. **QUOTATIONS:** Each tender should be sent in double cover, inner cover should be sealed with tenderer's distinctive seal and super scribed with correct tender no. Item of supply and due date of opening the outer cover should only bear the address of this office and should not have any indication that a tender is within. Two or more quotation should not be sent in one cover but the quotation against each tender should be sent separately to avoid confusion. Tender should not be addressed to any individual's name but only by designation.

b) Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested; all amounts 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. dispatching station inclusive of risk in transit and remain valid for 60 days from the due date.

d) If any sales tax is payable as extra to the quoted price it should be specifically stated in quotations along with CST & TNGST no failing which the purchaser will not be liable for payment of sales tax. Our T.N.G.S.T no 3560005 DT. 01.04.1995 CST no 239383 DT. 11.06.1991

e) No revision of prices will be entertained after tenders are opened.

f) Manufacturer's name trademark or patent no if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.

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

h) The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or full without assigning any reason whatsoever.

2. **SAMPLES:** Wherever possible sample should be submitted separately whether specifically requested or not so as to reach the purchaser 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 30 days of satisfactory receipt of materials at site. Wherever required by the purchaser, the successful tenderer must send the Operation and Maintenance manuals, Test Certificates, drawings, etc., for the materials ordered. These should be sent immediately after dispatch 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 dispatched either by V.P.P or by the document presented through bank will not be accepted unless agreed to by the purchaser.

The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173 c (or) 57gg. A Photostat copy of the above invoice for each Delivery Chalan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department.

5. **SECURITY DEPOSIT:** For purchases over Rs. 5000/- the successful tenderers may be requested to furnish a Bank Guarantee, Security deposit for an appropriate value as may be determined by BHEL

6. LIQUIDATED DAMAGES PENALTY AND INTEREST ON ADVANCES FOR DELAY IN DELIVERY:

If the supplier fails to deliver the raw material equipment components within the period specified in the contract the purchaser shall deduct liquidated damages a sum equivalent to 0.5% of the price for each week of delay up to maximum of 15% of the price of the delayed undelivered goods. In addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advances. If the delay in delivery of a part contributes to delay in execution of total system, LD and interest on advances will be recovered on the total contract price total advance paid.

7. **RISK PURCHASE:** Alternatively the purchaser at his option will be entitled to terminate 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 substitutes therefore. 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 clause 6 above.

8. **PREFERENTIAL DELIVERY:** It should be noted if a contract is placed on a higher tenderer as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of 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 eliminates of freights. Sales tax, duties and other incidents, incidental in case of failure to complete suppliers in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.

9. **MODVAT CREDIT:** If any Excise Duty is payable, the chapter head / Sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for this input material, the effect of Preformed credit should be passed on to the purchaser. Tenderer under "MODVAT" shall be preferred.

10. **PURCHASE:** Preference will be given to CPSUS as per. Government guidelines.

11. **GENERAL:** The purchaser reserves the right to split up the tender and place order for individual terms with different tenderers and also increase or decrease the quantity.

Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract.

TERMS AND CONDITIONS (Import)

1. OFFER:

Offer in ENGLISH LANGUAGE AND IN TRIPLICATE in a SEALED COVER SUPERSCRIBING the enquiry number and the due date shall be submitted addressed to:

THE MANAGER / PURCHASE / FB
BHARAT HEAVY ELECTRICALS LIMITED
HIGH PRESSURE BOILER PLANT
THIRUCHIRAPPALLI - 620 014
TAMIL NADU
INDIA

Offers should be firm for net FOB Nearest Sea Port price and C&F Chennai port, indicating the shipping specifications and the earliest delivery irrespective of offers from overseas suppliers. Offers from indigenous sources shall be firm for FOR TIRUCHIRAPPALLI

2. DOCUMENTS:

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

(2) In case overseas suppliers route their offer through their accredited selling agents, a letter of authority should be furnished mentioning

The name and address of their selling agents, who are authorized to bid, negotiate and conclude a contract on their behalf.

3. AGENCY COMMISSION:

(1) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably be shown separately in the Performa invoice and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract.

(2) If overseas principal has any tie-up with any third party in respect of agency commission it should be declared while submitting offers.

(3) Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer, if not made available earlier.

(4) For calculation of rupee equivalent of agency commission, exchange rate as prevailing on the date of order will be taken

4. 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 quotations will be overlooked.

5. VALIDITY:

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

6. TEST CERTIFICATES, OPERATING AND MAINTENANCE MANUALS:

The tenderer shall clearly mention in their offer, that test certificates and operation and maintenance manuals, etc., as called for in the 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

7. TERMS OF PAYMENT:

In the event of and order the purchaser will arrange for and irrevocable letter of credit against presentation of documents. Under no circumstances confirmed and irrevocable letter of credit will be established by the purchaser.

8. GENERAL:

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

(2) Bank guarantee: the supplier in the event of an order, should furnish a bank guarantee from an approved bank at no extra cost in a Performa 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 for successful completion of the contract 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.

9. LD/ PENALTY AND INTEREST ON ADVANCES FOR DELAY IN DELIVERY:

" If the supplier fails to delivery the raw materials / equipment / components within the period specified in the contract the purchaser shall deduct liquidated damages a sum equivalent to 0.5% of the price for each week of delay upto a maximum of 15% of the price of the delayed / price / total advance paid" goods, in addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advance If the delay in undelivered delivery of a part contributes to delay in execution of total system, LD and interest on advances will be recovered on the total contract