 <p>432-022</p>		<p>ENQUIRY (VALVES – IMPORT)</p>		<p>Bharat Heavy Electricals Limited (A Government of India undertaking) HIGH PRESSURE BOILER PLANT PURCHASE DEPARTMENT/VALVES TIRUCHIRAPPALLI-620 014.</p>		<p>Phone: 0431-2577715 FAX : 0431-2520383 Email: nagarajank@bheltry.co.in suman@bheltry.co.in</p>	
				ENQUIRY NO.		DATE	
				EN:BSK:030:2011-2012		09.11.2011	
				DUE DATE FOR QUOTATION		12.12.2011	
<p>Please quote Enquiry No., and due date in correspondences This is only a request for quotation and not an order.</p>							
SL.NO.	MATERIAAL CODE DESCRIPTION		UNIT	QUANTITY	DELIVERY SCHEDULE		
	DRAWING NO TDC NO.				QUANTITY	DATE	
	<p>Supply of Tubes & Pipes to specification AISI-602 as per TDC 0/108/00).</p> <p>Date , Time & Venue of tender opening : 12.12.2011 at 2.30 PM at Valves Purchase Conference Hall , Building No 24,BHEL Tiruchirappalli-620 014,Tamil Nadu State,India.</p> <p>Required Delivery: Within 3 to 4 months from the date of Purchase Order/L.O.I</p> <p>Annexures: 1.General terms & Conditions of Enquiry . 2.Scope of supply 3.Special Conditions of contract. 4.Copy of Technical Delivery Condition .</p>		<p>Scope of supply 01. Tube dia 60.3 x 4.8 x 6500 mm --8,000 meters 02. Tube dia 76.1 x 4.8 x 8000 mm --5,000 meters 03. Tube dia 108 x 4.8 x 11000 mm --18,000 meters 04. Tube dia 108 x 12.5 x 11000 mm --4,000 meters All above are to be supplied as per specification AISI 602 & TDC No: 0/108/00 enclosed herewith. Delivery required : Sl.No. 03--5,000 meters within two months from the date of LOI/Purchase Order. Sl.Nos.1,2,4 & Balance Qty of Sl.No.3 are to be delivered only after April, 2012 but within May'12. (more details in the annexure enclosed)</p>				
					Page No:		
<p>The rate of Excise Duty and Sales Tax, Prevalent on the date of quotation, should be clearly indicated in the quotation itself. If these particulars are not provided, the quotation is liable for rejection.</p> <p>Please, submit your lowest quotation in duplicate subject to our terms and conditions overleaf, for the above materials, so as to reach us on or before the due date by 2 P.M.</p> <p>Quotation will be opened at 2.30 p.m. on the due date in the presence of tenderers who may like to present .</p> <p>Last tenders are liable to be rejected.</p>						<p>Yours faithfully,</p> <p>For Bharat Heavy Electricals Ltd Manager (Valves Purchase)</p>	

List of items to enquiry Ref : EN:BSK:030:2011-2012

S.No	Material Code	Material Description size & Specification	Qty / Mtrs
1	151611240000	Tube dia 60.3 x 4.8 x 6500 mm to specification AISI 602	8000
2	151611350000	Tube dia 76.1 x 4.8 x 8000 mm to specification AISI 602	5000
3	151611400000	Pipe dia 108 x 4.8 x 11000 mm to specification AISI 602	18000
4	151591400000	Pipe dia 108 x 12.5 x 11000 mm to specification AISI 602	4000
		Total quantity in meters	35000



Bharat Heavy Electricals Ltd

(A.Govt.of India Undertaking)

Valves Purchase,Tiruchirappalli- 620 014. INDIA

Phone : 91- 0431-2577633

e-mail : nagarajank@bheltry.co.in

: 91- 0431-2577025/2577715

suman@bheltry.co.in

Fax No: 91-0431-2520383

Scope of supply & SPECIAL CONDITIONS OF ENQUIRY

EN:BSK:030:2011-2012

Date: 09.11.2011

We require the following Pipes to specification and TDC indicated against for our production. Kindly send your competitive offer immediately for our consideration. The tender will be opened positively **on 12.12.2011 at 2.30 PM.**

- 1 Kindly quote your rates on firm price basis with the offer validity of minimum Sixty days from the date of tender opening. The same shall be per Running Meter basis for each item and on FOR, BHEL, Trichy. In case of foreign vendors, the offer shall be on FOB basis only.
2. **Kindly quote for enquired specification only (not its equivalent) that meets Technical Delivery Conditions vide TDC No : 0/108/00 (copy attached).**
 - a) **size and single length should be in line with the enquiry.**
3. Item quantity required and tolerance in Quantities shall be quoted as per our enquiry requirement. Normally +/-10% tolerance in quantities of ordered quantity will be acceptable to BHEL.
- 4 Our delivery requirement is as follows:
For Enqy.Sl.No.3-- 5,000 meters are to be delivered within two months of Letter of Intent / Purchase Order. Balance quantities for enqy sl.nos are to be despatched only after April,2012 and shall be completed within May,2012.
Offers not meeting this delivery will not be considered.
5. Prices shall be firm till entire execution of the Purchase Order. Price variation clause is not acceptable.
6. Lowest prices received against BHEL enquiries need not be the technically acceptable one and in that case BHEL reserves the right not to consider the same.
7. Heat Number , Specification of material,size , colour coding and supplier's emblem/logo are to be hard stamped on all Tubes / pipes.
8. Our normal payment terms 100% payment within 45 to 90 days after the acceptance of material at BHEL Stores for indigenous vendors. No other payment term is acceptable to BHEL. In case of Foreign vendors , 100% payment through Letter of Credit.

Contd..2..

EN:BSK:030:2011-2012

Date: 09.11.2011

9. Original Test certificates in triplicate shall accompany the dispatches .
10. Delivery schedule shall be strictly as per BHEL requirements only which is indicated in the Enquiry / Purchase Order sheet that will be issued. In case of delay in delivery, beyond the end delivery dates given in the Purchase Order sheet, Liquidated Damage clause will be applicable at the rate of 0.5 % per week and subject to a maximum of 15% of undelivered portion of the item value.
11. The delivery of the item shall be strictly as per BHEL's enquiry/ Purchase orders. In case of urgency, the delivery period have to be altered to meet BHEL's production plan.
12. Confirmation for compliance is to be given in the offer for all the conditions specified in the respective Technical Delivery Conditions .
13. BHEL reserves the right to increase / decrease the enquired quantities or to delete the enquired quantities for any of the items . Also BHEL reserves the right to split the enquired quantity among more than one tenderer and place orders accordingly in any proportion, based on BHEL's requirements and supplier's Capability in terms of delivery and quality.
14. Every dispatch of material shall accompany the packing list, detailing the Numbers of Pipes, weight in Kgs and their actual individual lengths. An advance Copy of dispatch details shall be furnished to purchase/Valves/BHEL/Tiruchy-14.
15. The materials are to be dispatched with proper packing and binding.
16. BHEL reserves the right to finalise the tender either through price bid open or **through Reverse Auction route**. A typical copy of "Business Rules and Conditions" of Reverse Auction is enclosed herewith for information and reference.
17. The offers are invited in two parts.
 - a) Techno commercial bid covering Technical Conditions, Delivery conditions, acceptance of all our commercial conditions and a copy of unpriced price bid. **(Please submit a separate envelope superscribing the enquiry no for techno commercial bid)**.
 - b) Price bid covering only price in Rs/Running Meter each case. **(Please submit a separate envelope superscribing the enquiry no for price bid.)**
18. Techno Commercial bid will be opened first. Price bid of technically Suitable vendors only will be opened with prior intimation.
19. If the supply is short (beyond the above allowed tolerance limit) the extra cost to BHEL in replenishing the short fall will be debited to the vendor.

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20. The quantity in the enquiry is final. No upward /downward revision in the quantity will be made to suit the minimum heat load if any required by the vendor. Hence the vendor is permitted to supply the materials within +/- 10% tolerance allowed for the quantity.
21. In addition to all the above conditions, BHEL standard terms & conditions given as a separate annexure shall also be applicable to the extent they are not superseded by the above conditions.
22. **Non-adherence to these special conditions of enquiry and BHEL's standard terms and conditions will lead to disqualification of offer.**

GENERAL TERMS AND CONDITIONS OF RA

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.

- a. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- b. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- c. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- d. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
- e. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
- f. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- g. Reverse auction will be conducted on scheduled date & time.
- h. At the end of Reverse Auction event, the lowest bidder value will be known on the network.

Contd...4..

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- i. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- j. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.

Along with the offer (Technical/Commercial bid and price bid in two seperate sealed covers) you are requested to indicate from whom you are going to source the pipe . Also send a typical Test Certificate for the pipe from that maker. Without the typical Test Certificate, your offer may not be considered for further processings.

Deputy Manager
(Valves Purchase)



Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli - 620 014 India.

Grams: BHARATELEC

Telex : 0455-211, 212, 295 & 293

Phone:

FAX : 01 - (0431) - 52710

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI 620 014 INDIA

TECHNICAL
DELIVERY
CONDITION

FOR

COLD DRAWN SEAMLESS
ALLOY STEEL TUBES TO
SPECIFICATION AISI 602

TDC:0:108/00
PAGE 1 of 5

EFFECTIVE DATE

01.07.94

PREPARED BY

QA

U.REVI SANKARAN

Ravi Sankaran

REVIEWED BY

PRODUCT QA

K.S. MODAK

K.S. Modak

K.RANGACHARI

K.R. Rangachari

ENGINEERING

D.KRISHNAMOORTHY

D.K. Krishnamoorthy

REVISION NO.

DATE

APPROVED BY

SIGNATURE

00

01.07.94 SM/QA

SM/QA

ISSUED BY : QUALITY ASSURANCE

Regd. Office: BHEL HOUSE, SIRIFORT, NEW DELHI - 110 040.

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checked
file*



Sharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli - 620 014 India.

Grams: DHARATELEC

Telex: 0455-211, 212, 295 & 296

Phone: [REDACTED]

FAX: 91 - (0431) - 52710

TDC: 0:108/00

PAGE 2 OF 5

1.0 SCOPE

1.1 This Technical Delivery Condition specifies the additional requirements for the delivery of cold drawn seamless alloy steel tubes conforming to AISI 602.

1.2 This TDC is supplementary to the mandatory requirements covered in the specification.

1.3 The size and quantity shall be as specified in the purchase order.

2.0 CHEMICAL COMPOSITION AND PROCESS

2.1 The tubes shall be made from fully killed steel made by any one of the electric furnace processes.

2.2 The tubes shall be made by cold drawing only.

2.3 The chemical composition of the steel shall conform to the requirements given below, in both ladle and product analysis:

Element	% Composition
C	0.20 - 0.33
Mn	0.45 - 0.65
Si	0.55 - 0.75
P	0.04 max.
Cr	1.00 - 1.50
Mo	0.40 - 0.60
V	0.20 - 0.30

3.0 DIMENSIONAL TOLERANCES

3.1 All tubes shall conform to the dimensional tolerances as given below:

40.0
-0.5
Tolerance on outside diameter : + 0.5 mm, - 0 mm
Tolerance on thickness : $\pm 10\%$

4.0 HEAT TREATMENT

4.1 All tubes shall be supplied in the normalised and tempered condition as given below:

Normalise at 940 - 980 deg. C/ 0.5 hour per inch thick soaking/ air cool.

Temper at 650 - 680 deg. C/ 1 hour per inch thick soaking/ air cool.



Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli - 620 014, India.

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TDC:0:108/00

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5.0 MECHANICAL TESTS

5.1 The tubes shall be subjected to mechanical tests as per specification. The acceptance criteria for tensile testing shall be as follows:

Tensile strength : 130 - 260 Ksi
Yield strength : 110 - 200 Ksi
% Elongation : 10 min.
% Reduction in area : 40 - 60

6.0 NON DESTRUCTIVE TESTS

6.1 ULTRASONIC TEST

6.1.1 Each length of tube shall be subjected to ultrasonic test in accordance with ASTM E213 with calibration notch of depth 5% of the wall thickness of the tube or 0.3 mm whichever is greater. However, the maximum notch depth shall be limited to 1.5 mm.

6.1.2 The calibration tube shall contain two longitudinal notches not exceeding 50 mm, which have been accurately machined along with longitudinal axis of the tube. For tubes of outer diameter exceeding 30 mm, one notch shall be on the outside and the other notch shall be on the inside separated by at least 75 mm.

6.1.3 Each tube shall be scanned so that the sound beam is propagated in both the clockwise and counter clockwise directions as observed from one end of the tube.

6.2 HYDRAULIC TEST

6.2.1 Each length of the tube shall be hydraulically tested, if specified in the PO, to the pressure indicated.

7.0 REPAIR

7.1 Repairs involving fusion welding is prohibited.

7.2 Wherever defects are rectified by mechanical means, the wall thickness requirements shall be satisfactorily met with, and the surfaces shall be smoothly dressed up without any sharp edges.

8.0 WORKMANSHIP

8.1 The tubes shall be free from mill scales both on the inside and outside and shall present a workman like finish.



Dharaat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli-620014 India.

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Telex : 0455-211, 212, 295 & 293

Phone: [REDACTED]

FAX: 91 (0431) 52710

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9.0 MARKING AND PACKING

9.1 The tubes shall be marked and despatched as given below:

9.2 MARKING

	Upto Dia. 76.1 mm (incl.)	Dia. above 76.1 mm upto 108 mm (incl.)
I. DETAILS TO BE IDENTIFIED:		
1. Purchase Order No.	1 to 7 to be stamped on	2, 3, 4 & 7 to be hard stamped
2. Steel maker's emblem	metal tag attached to	on the body of the tubes. 1 &
3. Specn. & grade	bundle. 1, 2, 5 to be paint	
4. Heat number	3, 4 & 5 only stenciled on	
5. Size (OD X Wt. length)	to be paint stenciled on	the tubes.
6. No. of tubes	each tube	
7. Inspector's seal.	(Stencil size shall be 20mm min.) for dia. 31.8 mm & above.	
III. COLOUR CODING Circumferential at both ends (Yellow & White)		

9.2.1 The marking shall be legibly done in ENGLISH language only.

9.3 PRESERVATION

9.3.1 All painted details shall be protected with one coat of transparent rust preventive.

9.3.2 All tubes shall be applied with resin type translucent rust preventive coating on the outside and either with rust preventive coating or rust inhibitor on the inside.

9.3.3 The ends of the tube shall be closed with end caps, which should be securely held so that it will not fall off during transit.

9.4 PACKING

9.4.1 All the tubes shall be supplied in bundles, properly packed in wooden crates to avoid any dent formation and other transit damages to the tubes. The weight of each consignment shall not exceed 2 tons.



Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli - 620 014 India.

Grams: BHARATELEC

Telex : 0455-211, 212, 295 & 236

Phone:

FAX: 91 - (0431) - 52710

TDC:0:108/00

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9.4.2 A metal tag with Purchase Order number, tube specification and grade, outside diameter, nominal wall thickness, length of tubes in the bundle, no. of tubes in the bundle, serial no. and weight stamped shall be securely fastened in each bundle.

9.4.3 A packing list should be sent along with each consignment, with the following details:

1. Purchase order number
2. Number of bundles (indicating serial no. also)
3. No. of tubes in each bundle
4. Material specification and grade
5. Size of tube.

10.0 INSPECTION AND CERTIFICATION

10.1 All the tubes must be inspected at the works and the test certificates countersigned by an Inspection Authority, recognised by Indian Boiler Regulations, 1950. If the tube manufacturer is recognised as a "Well known tube maker" under IBR, then the tube maker's certificate is enough, with the prior approval of BHEL.

10.2 The certificates shall furnish the following details, in ENGLISH language only.

1. Purchase Order reference (BHEL)
2. Test certificate number
3. Specification
4. Quantity & Size
5. Heat number
6. Steel making process
7. Ladle analysis heat-wise
8. Product analysis heat-wise
9. Heat treatment details
10. Mechanical test results
11. NDT results with reference standard
12. Hydraulic test results.

10.3 Wherever specified in Purchase Order, the tubes shall be subjected to inspection by Authorities nominated by BHEL and the test certificates shall be countersigned by them.

11.0 END USE

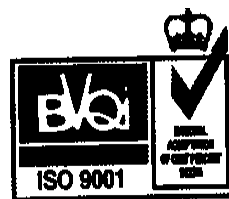
11.1 These tubes are intended for use in the lance tubes of soot blowers.



Bharat Heavy Electricals Ltd.

(A Govt. of India Undertaking)

**VALVES PURCHASE,
TIRUCHIRAPPALLI- 620 014. INDIA**



Page : 01 of 02

IMPORT ENQUIRY TERMS AND CONDITIONS

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 VALVES
BHARAT HEAVY ELECTRICALS LIMITED
HIGH PRESSURE BOILER PLANT
TIRUCHIRAPPALLI - 620 014
TAMIL NADU, INDIA

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

11: DOCUMENTS

- (i) 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.
- (ii) 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 authorised to bid, negotiate and conclude a Contract on their behalf.

III AGENCY COMMISSION:

- (i) 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.
- (ii) If Overseas Principal has any tie up with any third party in respect of Agency Commission it should be declared while submitting the offers.
- (iii) Copies of current Agency,/ Agree mental Authorization Letter in respect of Agency Commission shall be furnished along with order, if not made available earlier.
- (iv) For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of order will be taken.

Continued .. 2

IV 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.

V VALIDITY:

The offers for main equipment and spares shall be kept open for acceptance for 90 days (ninety days) from the date of opening of the tender.

VI TEST CERTIFICATES, OPERATING AND MAINTENANCE MANUALS:

The tenderer shall clearly mention in their offer, that the Test Certificate and Operating 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.

VII TERMS OF PAYMENT:

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

VIII 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) 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 proforma which will be Supplied to the Supplier, along with the order, for an amount equivalent to 1 0% 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 18months from the date of last shipment at the Port of Delivery whichever is earlier.

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

"If the supplier fails to deliver 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 / 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"



Bharat Heavy Electricals Ltd.

(A Govt. of India Undertaking)

**VALVES PURCHASE,
TIRUCHIRAPPALLI- 620 014. INDIA**



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EMAIL : suman @bheltry.co.in
nagarajank@bheltry.co.in

FAX : 91-0431-2520383

INDIGENOUS ENQUIRY

TERMS AND CONDITIONS

1. QUOTATIONS :

- a. Each tender should be sent In double cover, should be sealed 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 attached. All amounts shall be Indicated both in words as well as figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
- c. Price should be 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 quotation* along with CST & T.N.G.S.T No. failing which the purchaser will not be liable for payment of Sales Tax. Our T.N.G.S.T No. 3550005 Dated 01-04-1995 C.S.T. No. 259383 Dt. 11.06.1991.
- e. No revision of prices will be entertained after tenders are opened.
- f. Manufacturer's name, Trade Mark 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 reject any tender in part or full without assigning any reason whatsoever.

2 SAMPLES :

Wherever possible samples should be submitted separately whether specifically requested or not so as to reach the purchaser of or before its 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 lose or damage as during transit.

Continued .. 2

4 TERMS OF PAYMENT :

100% Payment will be made after 45 to 60 days on acceptance of materials. Where required by the purchaser, the successful tenderer must send the operation and maintenance manuals, test certificates, drawings, etc., for tie materials 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 thro' document presented through bank will not be accepted unless agreed to by the Purchaser.

The Original Excise Duty Gate Pass or certified extract from Excise Duty Ledger should accompany the material. A Photostat copy of the above gate pass for each delivery challan should be submitted along with the original bills routed through bank or submitted directly to BHEL Department.

5 SECURITY DEPOSIT :

For purchase over Rs.5000/- the successful tender/s may be requested to furnish a Bank Guarantee/Security Deposit for an appropriate value as may be determined by BHEL.

6 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 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 ½ % of the value of goods delayed for each week of delay or part thereof will be levied without prejudice to any other relief of compensation due to the purchaser under any other condition of this contract.

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 substitute therefore. The supplier shall be liable for any loss which the purchaser may sustain by reason for 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 tender 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 elements of freights, sales tax, duties and other incidents, incidental 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.

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 his input materials, the effect of proforma 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 items with different tenders 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.