

ANNEXURE

TERMS AND CONDITIONS

1. a) **QUOTATIONS** : Each tender should be sent in double cover, inner cover should be sealed with tenderer's distinctive seal and superscribed 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. despatching 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 alongwith 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. 11.6.1991.

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 alongwith 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, 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 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 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 173C (or) 57GG. A photostat copy of the above invoice for each delivery challan should be submitted alongwith the original bills routed through bank or submitted directly to BHEL Finance Department.

5. **SECURITY DEPOSIT** : For purchases over Rs. 5,000/- the successful tenderer/s 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 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.

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 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 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 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 this 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 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.