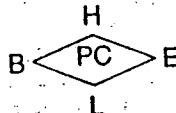


## TERMS AND CONDITIONS

1. **QUOTATION** : 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 quotations should not be sent in one cover but the quotation against each tender should be sent separately to avoid confusion.

Tenders should be free from **CORRECTIONS 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 amounts quoted in words and figures, amount quoted in words shall prevail.

2. **PAINTING, PACKING AND MARKING** : The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit, as per enquiry specification wherever applicable. The following marking should be made in each packages.



The above mark should be stenciled on the package itself. Should the packages be too small suitable cards giving these details may be tagged under seal of the seller. Special precaution shall be taken to prevent rusting and corrosion of metal parts during transit.

3. **TERMS OF PAYMENT** : Payment will be made within 30 days of satisfactory receipt of materials at BHEL stores / site as required by the purchaser. The successful tenderer must send the operation and maintenance manuals, test certificate, drawing, etc., for the materials ordered. These should be sent immediately after despatch of the materials and 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.

4. **SECURITY DEPOSIT** : In the case of orders above Rs. 5000/- with deliveries of 3 months or above, the seller shall, within 14 days after written notice of acceptance of his tender quotation has been posted to him deposit with the purchaser (in cash or equivalent in Govt. Securities or Bankers Guarantee bond) a sum equal to 5% of total value of the stores detailed in the order as security for the due fulfillment of the contract. No claim shall lie with the purchaser in respect of interest on cash deposits on Govt. Securities or depreciation thereof. Purchaser shall be entitled to deduct from the said deposit any loss or damages which they may be put to by reason of any act or default to the seller and recoverable by them from the seller and to call upon the seller to maintain the deposit at its original limit by making further deposits in the event of the Seller failing to make and to maintain the Security of deposit in the manner aforesaid the Purchaser shall be entitled to cancel the order.

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 subject to a maximum of 15% of the order value 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 this 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 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 of such risk purchases in addition to penalty at the rate mentioned in clause 6 above.

7. **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 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. **GENERAL** : The purchaser reserves the right to split up the tender and place order for individual terms with different tenderers and also increase 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 the Purchaser will not be applicable to this contract.

Please submit your lowest quotation in triplicate, 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.

1. Quotations will be opened at 2-30 P.M. on the due date in camera /In the presence of the tenderers who may like to be present.
2. Price should be nett FOR destination inclusive of risk in transit and remain valid for 120 days from the due date.
3. If any Sales Tax and Excise Duty are payable as extra to the quoted price the percentage of the same should be specifically stated in the quotation failing which the purchaser will not be liable for payment of Sales Tax / Excise Duty. Our T.N.G.S.T. No. 3560005/dt. 1-4-95, C.S.T. No. 239383 dt. 11-6-91.
4. If the enquired items are coming under D.G.S & D rate contract, please indicate the rate contract prices duly sending a copy of the rate-contract along with your offer.
5. No revision of prices will be entertained after tenders are opened.
6. Manufacturer's name, brand name, trade mark or patent No. if any should be specified. Illustrative leaflets giving particulars are required along with quotation wherever necessary.
7. Products with I.S.I. certification marks will be preferred.
8. The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject in part or full without assigning any reason whatsoever.
9. Late tenders are liable to be rejected.
10. Any deviations to the enquired Technical and Commercial conditions shall be clearly indicated in the covering letter of the quotation.

2/-

## SPECIAL TERMS AND CONDITIONS

1. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place order accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.
2. Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves the right not to consider the same.
3. BHEL reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
4. BHEL reserves the right to negotiate the L1 rate.
5. BHEL may order on more than one vendor at the lowest acceptable price to BHEL.

FOR INQUIRY - IN 15-10-2015

Manufacture

QUALITY PLAN

QP  
REV.NO:  
DATE :

PREPARED BY :		REVIEWED BY :			APPROVED BY :			PAGE :
S.NO	COMPONENT OR OPERATION	CHARACTERISTICS	TYPE OF CHECK	QUANTUM OF CHECK	REF.DOCUMENT/ACCEPTANCE STANDARD	TYPE OF RECORD	Inspection AGENCY V B *	REMARKS
1	2	3	4	5	6	7	8	9
								V- Vendor B - BHEL *. Third party in any

4/6





PUR 010

## BHARAT HEAVY ELECTRICALS LTD.

PIPING CENTRE, CHENNAI - 17.

### BANK GUARANTEE

In accordance of M/s Bharat Heavy Electricals Limited (A Government of India Undertaking a company incorporated under the companies Act, 1956 having its Registered office at "BHEL House", SIRI FORT, New Delhi 110 049") through its Piping Centre, 80, G.N. Road, T. Nagar, Chennai - 17. ( hereinafter called the company)' having agreed to exempt ..... (hereinafter called the said contractor' which term includes suppliers' for the purpose of this Bond) from the demand under the terms and conditions of the Agreement dt ..... made between ..... and ..... for ..... (hereinafter called the said agreement') for Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs. .... (Rupees ..... Only) We (indicate the name of the Bank), (hereinafter referred to as the Bank') at the request of ..... Contractor (s) do hereby undertake to pay to the company an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any/breach by the said Contractor (s) of any or the terms and conditions contained in the said Agreement.

2. We (indicate the name of the bank with full address). do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said Contractor (s) of any of terms and conditions contained in the said Agreement or by the reason of the Contractor (s) failure to perform' the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarant shall be restricted to an amount not exceeding Rs. ....

3. We undertake to pay unconditionally to the Company any money so demanded not with standing any dispute (s) raised by the contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge pf liability for payment thereunder and the Contactors (s) shall have no claim against us for making such payment. The payment under this guarantee would not wait till the wait till the disputes have been decided by any Court or Tribunal or in the arbiration proceedings or by any other authority.

4. We (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims statisfied or discharge or till ..... office/Department/Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried cut by the said Contractor (s) and accordingly discharges this guarantee.

5. (i) Unless a demand or claim, under this guarantee is made on us in writing on or before the ..... we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause any letter making demand on the Bank M/s. BHEL despatched by the Registered Post with Ack Due or by telegram addressed to the above mentioned address of the Bank shall be deemed to the claim/deemed in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

6. We, (indicate the name of Bank) further agree with company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any or the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating would but for the provision have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).

8. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor bank and the guarantee herein contained shall be enforceable against them notwithstanding any security. Which the company may have obtained or obtain from the Contractor shall, at the time when proceeding are taken against the guarantor hereunder be outstanding or unrealised.

9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the Power of Attorney dated ..... granted to him by the proper authorities of the guarantor.

11. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we, (indicate the name of Bank) have hereunto set out our Bank Seal the ..... day ..... month

6/6