

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 shall prevail.

2. 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.

3. PREFERENTIAL DELIVERY: It is noted if a correct 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.

4. LIQUIDATED DAMAGES: It is clearly 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 dispatches 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.

5. 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 quote your rates on FOR BHEL / PC, Chennai basis.

The L1 rates shall be counter offered to other parties to whoever accepts the L1 rates. Annual Rate Contract shall be finalized accordingly.

BHEL has the right to split the Qty and award the contract to one or more vendors.

This being rate contract the negotiated L1 rate will be offered to other suppliers.

Orders will be placed in the ratio: 60 : 40 if Two suppliers are accepted.

S. Lakshminarayanan
S. LAKSHMINARAYANAN
Manager/ Purchase
BHEL / Piping Centre
80 G. N. Road, T. Nagar
Chennai - 600 017