



Bharat Heavy Electricals Limited
(Seamless steel Tube Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE: SUPPLY OF INTERNAL TUBE END CAPS	Phone: +91 431 257 8480 +91 431 257 8419 Email : neerajxalxo@bheltry.co.in Web : www.bhel.com
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Reference Number: 9840652E	Date: 13.06.2014	Due date for submission of application: 04.07.2014
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A. BHEL/SSTP, Trichy is looking for vendors to supply Internal Tube End Caps of different sizes as per Tender documents attached.

B. Important Note to New Vendors

The new vendors will be required to furnish the following documentary proof/ information along with their offers:

1. Certificate of registration (copy of certificate to be submitted).
2. Banker's information (copy of bank pass book first page to be submitted).
3. MSME vendor certificate (if applicable).
4. Address of your organization (complete postal address with PINCODE).
5. Contact person's Phone No. /Mobile No. / FAX No. /E-mail ID.
6. Statutory documents – VAT / TIN / EXCISE REGISTRATION / CST REGN / SERVICE TAX REGISTRATION etc. (copy to be furnished)
7. NSIC/SSI Certificate (if applicable)
8. ISO Certificate (if applicable)
9. Experience certificate as proof of supply of similar items to any Govt. agencies / PSU / Organisations (copy of PO's & Order Completion certificate are to be furnished).
10. Audit Report/ IT Return (if applicable)
11. Agency agreement with manufacturer (if applicable)
12. Partnership Deed (if applicable).

If the new vendors fail to submit the above documentary proof/information, their offers will not be considered for this enquiry.

Purchase Officer/SSTP
Phone: 0431-257 8480.
Mail: neerajxalxo@bheltry.co.in



BHARAT HEAVY ELECTRICALS LIMITED
 (A GOVERNMENT OF INDIA UNDERTAKING)
 SEAMLESS STEEL TUBE PLANT
 TIRUCHIRAPALLI - 620 014.
 TAMILNADU (INDIA)

PHONE : 0431-2578480/8491
 : 0431-2578406/8419
 : 0431-2578568
 FAX : 0431-2576828

TIN : 33243560005
 CST. No. : 239383
 Dated : 11.06.1991

PURCHASE ENQUIRY

VENDOR CODE 20186	ENQUIRY NUMBER 9840652E	ENQUIRY DATE 13/06/2014	ENQUIRY DUE DATE 04/07/2014	No. OF ITEMS 08
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Office Copy

- IMPORTANT POINTS :**
1. Tender Closing Time : 14.00 Hrs.
 2. Tender Opening Time : 15.00 Hrs.
 3. Tender should be submitted in a sealed cover, duly indicating enquiry No. Enquiry date & Enquiry Due Date on the cover.
 4. Offer(s) received through Courier Services after 14.00 Hrs. on Enquiry Due Date will not be considered.
 5. Late Tender(s) is/are liable for rejection.
 6. Offer(s) shall be valid for 60 days from Enquiry Due Date.
 7. Offer(s) in Vendor's Letter head shall contain.
 - a. Offer No. and Date
 - b. Delivery Period
 - c. Delivery Terms
 - d. Payment Terms
 - e. Excise Duty with Tariff Heading Sales Tax (against form-XVII/Form-C). etc.
 - f. Excise Regn. No. and SSI Regn. No.

Kindly arrange to submit your COMPETITIVE OFFER for the following item(s)
 If you are not in a position to submit your Offer, kindly arrange to send your REGRET LETTER.

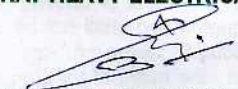
THIS IS ONLY A REQUEST FOR OFFER AND NOT AN ORDER

Sl.No.	BHEL Material Code and Description	Unit	Requirement	
			Quantity	Delivery
01	BHEL Material Code : SP5943898132 ----- INTERNAL TUBE END CAPS.Dia 13 mm MATERIAL:VIRGIN QUALITY WHITE LDPE TO IS 3389. DRG No. 30-ST-999.00-389 REV 00	Nos.	01 82000.000	04/09/2014
02	BHEL Material Code : SP5943898247 ----- INTERNAL TUBE END CAPS DIA 24 mm MATERIAL:VIRGIN QUALITY WHITE LDPE TO IS.3389 DRAWING No. 30-ST-999.00-389 REV 00	Nos.	01 23000.000	04/09/2014
03	BHEL Material Code : SP5943898379 ----- INTERNAL TUBE END CAP DIA 37 mm MATERIAL:VIRGINE QUALITY WHITE LDPE TO IS.3389 AS PER DRG No. 30-ST-999.00-389 REV 00	Nos.	01 25000.000	04/09/2014
04	BHEL Material Code : SP5943898425 ----- INTERNAL TUBE END COVER DIA 42 mm MATERIAL:VIRGINE QUALITY WHITE LDPE TO IS.3389. DRAWING No. 30-ST-999.00-389 REV 00	Nos.	01 7000.000	04/09/2014

IMPORTANT NOTE :

Delivery Terms : "Free Delivery at BHEL-SSTP STORES" is preferable.
 Payment Terms : 100% payment after 45 days after receipt and acceptance of materials by BHEL.
 Terms and Conditions of Tender : Please see reverse.
 The Technical Requirements/Specification Details/Quality Requirements/Commercial Terms & Conditions are clearly furnished in the Tender. If Deviation(s) is/are not explicitly brought out in the Offer, it will be construed that the Tenderer is complying with the requirement of BHEL in full without any deviation(s).

For and on behalf of
BHARAT HEAVY ELECTRICALS LTD.


PURCHASE EXECUTIVE



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No.	BHEL Material Code and Description	Unit	Requirement	
			Quantity	Delivery
05	BHEL Material Code : SP5943898123 ----- INTERNAL TUBE END COAPS DIA 12 mm MADE OF VIRGIN QUALITY WHITE LDPE TO IS:3389 AS PER DRG No. 30-ST-999.00-389 REV 00	Nos.	01 6000.000	08/09/2014
06	BHEL Material Code : SP5943898530 ----- INTERNAL TUBE END CAP DIA 53 mm MADE OF VIRGIN QLTY LDPE MATL. TO IS 3389 AS PER DRG No. 30-ST-999.00-389 REV 00	Nos.	01 2000.000	08/09/2014
07	BHEL Material Code : SP5943898614 ----- INTERNAL TUBE END CAPS DIA 61 mm MADE OF VIRGIN QUALITY LDPE TO IS.3389. DRG No. 30-ST-999.00-389 REV 00	Nos.	01 2000.000	08/09/2014
08	BHEL Material Code : SP5943898670 ----- INTERNAL TUBE END CAP DIA 67 mm MADE OF VIRGIN QLTY LDPE RAW MATL TO IS 3389 DRG No. 30-ST-999.00-389 REV 00	Nos.	01 2000.000	08/09/2014

IMPORTANT NOTE :

Delivery Terms : "Free Delivery at BHEL-SSTP STORES" is preferable.
 Payment Terms : 100% payment after 45 days after receipt and acceptance of materials by BHEL.
 Terms and Conditions of Tender : Please see reverse.
 The Technical Requirements/Specification Details/Quality Requirements/Commercial Terms & Conditions are clearly furnished in the Tender. If Deviation(s) is/are not explicitly brought out in the Offer, it will be construed that the Tenderer is complying with the requirement of BHEL in full without any deviation(s).

For and on behalf of
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No.	BHEL Material Code and Description	Unit	Requirement	
			Quantity	Delivery
<p>Foot Note ::</p> <p>1. Tender is floated on TWO PART BID. Tenderers are requested to submit the offer in TWO PART only: A. Part-I .. Technical & Un-Priced Commercial Bid B. Part-II .. Price Bid Kindly refer to the attached Annexure-A for submission of offer.</p> <p>2. Tender will be evaluated for placement of PO on respective L-1 basis.</p> <p>3. Minimum offer validity should be 60 days from date of tender opening.</p> <p>4. Materials are to be supplied as per enclosed Drawing only.</p> <p>5. Delivery Terms & Period: Door delivery preferred & with minimum delivery period.</p> <p>6. Payment Terms: A. 100% direct payment after 45 days from the date of receipt and acceptance of materials by BHEL/SSTP. Any deviation in the above payment term will attract loading @ Prime lending rate of SBI (as applicable on the date of tender opening) + 6% for the period of relaxation sought by suppliers. B. Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier Loading will be 3% on the offered value and documents are to be submitted through bank with copy of LR and Door Delivery of Goods to SSTP/Stores with Consignee copy attached. C. Offers with payment terms as LC/Advance Payment are liable for rejection.</p> <p>7. Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p> <p>8. Important Note to MSE Vendors: A. 20% of the tendered quantity is earmarked for MSE suppliers in this tender. B. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for</p>				

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	<p>procurement from MSE owned by SC / ST entrepreneurs.</p> <p>C. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>D. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format enclosed, where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (last audited), certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.</p>			

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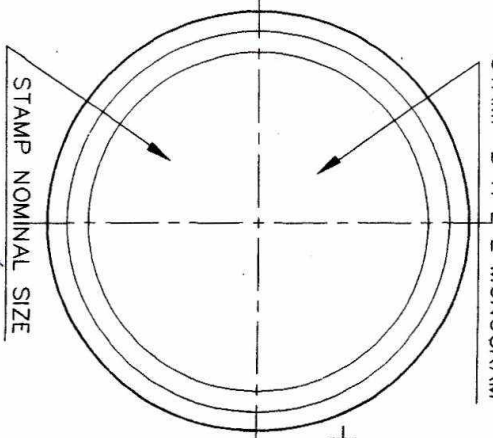
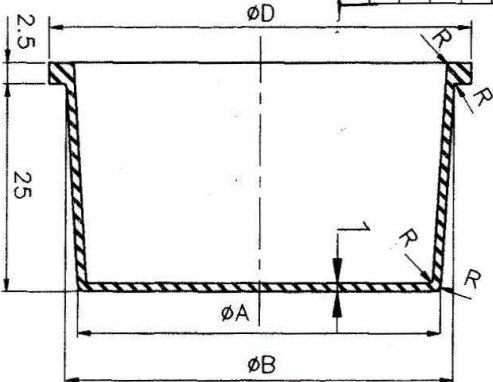

PURCHASE EXECUTIVE

REGISTERED OFFICE : BHEL HOUSE, SIRI FORT, NEW DELHI - 110 049.

ALL DIMENSIONS ARE IN MILLIMETERS

SL No	NOM. SIZE	A	B	D	SL No	NOM. SIZE	A	B	D	SL No	NOM. SIZE	A	B	D
01	10	8.5	11.5	15.5	46	55	53.5	56.5	60.5	91	100	98.5	101.5	105.5
02	11	9.5	12.5	16.5	47	56	54.5	57.5	61.5	92	101	99.5	102.5	106.5
03	12	10.5	13.5	17.5	48	57	55.5	58.5	62.5	93	102	100.5	103.5	107.5
04	13	11.5	14.5	18.5	49	58	56.5	59.5	63.5	94	103	101.5	104.5	108.5
05	14	12.5	15.5	19.5	50	59	57.5	60.5	64.5	95	104	102.5	105.5	109.5
06	15	13.5	16.5	20.5	51	60	58.5	61.5	65.5	96	105	103.5	106.5	110.5
07	16	14.5	17.5	21.5	52	61	59.5	62.5	66.5	97	106	104.5	107.5	111.5
08	17	15.5	18.5	22.5	53	62	60.5	63.5	67.5	98	107	105.5	108.5	112.5
09	18	16.5	19.5	23.5	54	63	61.5	64.5	68.5	99	108	106.5	109.5	113.5
10	19	17.5	20.5	24.5	55	64	62.5	65.5	69.5	100	109	107.5	110.5	114.5
11	20	18.5	21.5	25.5	56	65	63.5	66.5	70.5	101	110	108.5	111.5	115.5
12	21	19.5	22.5	26.5	57	66	64.5	67.5	71.5	102	111	109.5	112.5	116.5
13	22	20.5	23.5	27.5	58	67	65.5	68.5	72.5	103	112	110.5	113.5	117.5
14	23	21.5	24.5	28.5	59	68	66.5	69.5	73.5	104	113	111.5	114.5	118.5
15	24	22.5	25.5	29.5	60	69	67.5	70.5	74.5	105	114	112.5	115.5	119.5
16	25	23.5	26.5	30.5	61	70	68.5	71.5	75.5	106	115	113.5	116.5	120.5
17	26	24.5	27.5	31.5	62	71	69.5	72.5	76.5	107	116	114.5	117.5	121.5
18	27	25.5	28.5	32.5	63	72	70.5	73.5	77.5	108	117	115.5	118.5	122.5
19	28	26.5	29.5	33.5	64	73	71.5	74.5	78.5	109	118	116.5	119.5	123.5
20	29	27.5	30.5	34.5	65	74	72.5	75.5	79.5	110	119	117.5	120.5	124.5
21	30	28.5	31.5	35.5	66	75	73.5	76.5	80.5	111	120	118.5	121.5	125.5
22	31	29.5	32.5	36.5	67	76	74.5	77.5	81.5	112	9	7.5	10.5	13.5
23	32	30.5	33.5	37.5	68	77	75.5	78.5	82.5					
24	33	31.5	34.5	38.5	69	78	76.5	79.5	83.5					
25	34	32.5	35.5	39.5	70	79	77.5	80.5	84.5					
26	35	33.5	36.5	40.5	71	80	78.5	81.5	85.5					
27	36	34.5	37.5	41.5	72	81	79.5	82.5	86.5					
28	37	35.5	38.5	42.5	73	82	80.5	83.5	87.5					
29	38	36.5	39.5	43.5	74	83	81.5	84.5	88.5					
30	39	37.5	40.5	44.5	75	84	82.5	85.5	89.5					
31	40	38.5	41.5	45.5	76	85	83.5	86.5	90.5					
32	41	39.5	42.5	46.5	77	86	84.5	87.5	91.5					
33	42	40.5	43.5	47.5	78	87	85.5	88.5	92.5					
34	43	41.5	44.5	48.5	79	88	86.5	89.5	93.5					
35	44	42.5	45.5	49.5	80	89	87.5	90.5	94.5					
36	45	43.5	46.5	50.5	81	90	88.5	91.5	95.5					
37	46	44.5	47.5	51.5	82	91	89.5	92.5	96.5					
38	47	45.5	48.5	52.5	83	92	90.5	93.5	97.5					
39	48	46.5	49.5	53.5	84	93	91.5	94.5	98.5					
40	49	47.5	50.5	54.5	85	94	92.5	95.5	99.5					
41	50	48.5	51.5	55.5	86	95	93.5	96.5	100.5					
42	51	49.5	52.5	56.5	87	96	94.5	97.5	101.5					
43	52	50.5	53.5	57.5	88	97	95.5	98.5	102.5					
44	53	51.5	54.5	58.5	89	98	96.5	99.5	103.5					
45	54	52.5	55.5	59.5	90	99	97.5	100.5	104.5					

SL No	NOM. SIZE	A	B	D
91	100	98.5	101.5	105.5
92	101	99.5	102.5	106.5
93	102	100.5	103.5	107.5
94	103	101.5	104.5	108.5
95	104	102.5	105.5	109.5
96	105	103.5	106.5	110.5
97	106	104.5	107.5	111.5
98	107	105.5	108.5	112.5
99	108	106.5	109.5	113.5
100	109	107.5	110.5	114.5
101	110	108.5	111.5	115.5
102	111	109.5	112.5	116.5
103	112	110.5	113.5	117.5
104	113	111.5	114.5	118.5
105	114	112.5	115.5	119.5
106	115	113.5	116.5	120.5
107	116	114.5	117.5	121.5
108	117	115.5	118.5	122.5
109	118	116.5	119.5	123.5
110	119	117.5	120.5	124.5
111	120	118.5	121.5	125.5
112	9	7.5	10.5	13.5



MATERIAL: VIRGIN QUALITY WHITE LDPE TO IS: 3389
 HARDNESS : 80° TO 90° SHORE A

		Bharat Heavy Electricals Ltd SEAMLESS STEEL TUBE PLANT TIRUCHIRAPALLI - 620014	
DEPT	T E	GRADE OF UNTIL DW	C/M/F
CODE			
SCALE		N T S	
DRN	R. KUMAR	NAME	R. KUMAR
CHD		SIGNATURE	
APPD	P. GANESAN	DATE	13.7.95
REF TO ASSY DWG NO		REF TO OLD DWG NO	
REF TO OLD DWG NO		REF TO OLD DWG NO	
DRAWING NO :		30-ST-999.00-389	
CARD CODE	U 01	REV	00

Annexure-A

Important Note to Tenderers

This Tender is floated on TWO-BID System. Tenderers are requested to submit their offers in TWO-BIDS (Part I: Un priced bid and Part II: Price Bid) separately in a sealed cover as follows.

1. **Part I: UN PRICED BID:** (Complete with technical & Commercial conditions as per enquiry including un priced copy of price schedule i.e. identical to part II with prices blanked and replaced by "Quoted")
The Tenderer should confirm their acceptance / comments to each and every clause of Annexure-A to Enquiry along with other commercial Terms & Conditions of Tender. In case any deviation is taken by the Tenderer from the Tender requirements, it is to be clearly indicated in the offer with reference to the particular clause. If such deviations are not explicitly indicated in the offer, it will be construed by BHEL that the Tenderer is complying with Annexure Clause(s), Commercial terms & conditions and other conditions in full. Any such non-compliance on these points, if raised / highlighted by the Tenderer, after opening the Price Bid, it will not be accepted by BHEL and the tender evaluation will be done based on the original offer submitted by them.
2. **Part II: PRICE BID:** Price (with break-up details wherever required) alone to be indicated. Price bid shall **not** contain any technical and commercial details.
3. **Both Un priced Bid and Price Bid is** to be submitted in a single envelop before 14.00 hours (Indian Time) on tender Due Date.
4. The **Unpriced Bid** shall be put in a separate sealed cover superscribed with Tender number, Tender Date & Tender Due Date and also the cover should be clearly marked with "**UNPRICED BID**".
5. The **Price Bid** shall be put in a separate sealed cover superscribed with Tender number, Tender Date & Tender Due Date & the cover should be clearly marked with "**PRICE BID**".
6. Both the individually enveloped **UNPRICED BID** and **PRICE BID** covers as mentioned above, have to be put in another single bigger cover clearly indicating Tender number, Tender Date & Tender Due Date at the top of the cover. This cover is to be addressed to Purchase Executive, Purchase Department, Seamless Steel Tube Plant (SSTP), BHEL, Tiruchirapalli-620014, India.
7. Unpriced Bid shall only be opened on the Tender Due Date mentioned in the Tender, in the presence of Tenderers / their Authorized Representative, who may like to be present for such opening. **The price bid will NOT be opened on the date of tender opening.**
8. After opening the Unpriced Bid, they shall be evaluated by BHEL for their suitability. BHEL shall hold discussions with the responded Tenderers on the Technical and Commercial terms and freeze the technical specifications. These frozen technical specifications will be communicated to responded tenderers.
9. BHEL shall offer opportunity to the responded and technically / commercially suitable Tenderers, to submit their latest Price Bid in line with the frozen technical delivery conditions.
10. This latest Price Bid for the frozen technical specifications submitted by the Tenderers will be opened in the presence of those Tenderers who have submitted the latest Price Bid. Based on the latest Price Bid only, the ranking of the Tenderers shall be made and accordingly the Tender shall be finalized.

Certificate by Chartered Accountant

This is to Certify that M/S,
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
MeMemorandum No (Part—II)..... dtd:.....,
Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
date as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises: Investment in plant and machinery** (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its
notification No.5.0.1722(E) dated October 5, 2006:
Rs.Lacs
2. **For Service Enterprises: Investment in equipment** (original cost excluding land and building and
furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED
Act, 2006:
Rs.Lacs

The above investment of Rs..... Lacs is within permissible limit of
RsLacs for Micro / Small (~~Strike off which is not applicable~~)
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

TERMS AND CONDITIONS OF ENQUIRY

01. OFFER

01. Each Tender shall be sent in double cover. Inner cover shall be sealed with Tenderer's distinctive seal and superscribed with correct Enquiry and Enquiry Due Date. The Outer cover shall only bear the address of this Office and shall not have any indication that a Tender is within. Two more Offers shall not be sent in one cover but the Offer against each Enquiry shall be sent separately to avoid confusion. Tender shall not be addressed to any individual's name but only by Designation.
02. Tenders shall 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 the amount quoted in words and figures, amount quoted in words shall prevail.
03. Rate(s) shall be net F.O.R./BHTEL-SSTP STORES, inclusive of risk-in-transit and remain valid for 60 days from the Enquiry Due/other Taxes/Duties.
04. If any Sales Tax and/or Excise Duty and/or other Taxes/Duties is/are payable as extra to the quoted Rate, it shall be specifically stated in offer, failing which the Purchaser will not be liable for payment of Sales/Excise Duty/other Taxes/Duties.
05. No voluntary revision of prices will be entertained after opening the Tender(s).
06. Manufacturer's Name, Trade Mark or Patent No., if any, shall be specified. Illustrative leaflets giving technical particulars are required along with the tender wherever necessary.
07. Products with I.S.I. Certification Marks will be preferred.
08. The Purchaser shall be under no obligation to accept the Lowest Tender or any other Tender. The Purchaser shall be entitled to accept or reject any Tender in part or full, without assigning any reason whatsoever.
09. The Purchaser also reserves the right to allow the Purchase Preference Facilities to the Public Enterprises, as admissible under Government Policies. Amendments thereto from time to time.
10. BHTEL reserves the right to increase or decrease the Tender Quantity and split the Tender Quantity among more than one Tenderer and place Orders accordingly in proportion, based on commitment, requirement and Supplier's capability in terms of delivery and quality.
11. Lowest Rate received against Tender(s) need not be the technically acceptable L-1 Rate and BHTEL reserves the right not to consider the same.
12. BHTEL reserves the right to negotiate or re-float the opened Tender, if L-1 Rate is not the lowest acceptable rate to them, inter-alia other reasons.
13. BHTEL reserves the right to negotiate the L-1 rate.
14. BHTEL may order on more than one Vendor at the lowest acceptable Rate.

02. **SAMPLES:** Wherever possible, samples shall be submitted separately whether specifically requested or not, so as to reach the Purchaser on or before the Enquiry Due Date. They shall be clearly marked with the Enquiry No. and Enquiry Date, on the cover to facilitate identification.

03. **PACKING AND MARKING:** The Seller shall arrange for securely protecting and packing the stores to avoid loss or damage during transit.

04. **TERMS OF PAYMENT:** 100% Payment will be made within 45 days of receipt and acceptance of materials at BHTEL. Wherever required by the Purchaser, successful Tender must send the Operation and maintenance Manual(s), Test Certificate(s), Drawing(s) etc., for the materials ordered, along with the materials and a statement to that effect shall be made in the invoice. Failure to comply with this provision, will result in delay in payment of the Bill(s). Goods despatched either by V.P.P. or routing the documents through Bank, will not be accepted unless agreed to by the Purchaser.

05. **SECURITY DEPOSIT:** For purchase over Rs. 5000.00 the successful Tenderer or may be required to furnish a Bank Guarantee/Security Deposit for an amount of value as determined by BHTEL, through any of the Nationalised Banks /Scheduled Banks, Who is a Member-Bank in BHTEL's Consortium of Banks, which shall be intimated along with Purchase Order, at the discretion of BHTEL.

06. **LIQUIDATED DAMAGES:** It is clearly understood among the parties to the Contract that TIME IS THE ESSENCE OF THE CONTRACT. Therefore, the delivery of goods specified in the Purchase Order shall be made within the time prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified, and the Purchaser will have no obligation to accept the goods. If accepted, Liquidated Damages at the rate of 0.5% (Zero point Five Percent) of the value of goods delayed, per week of delay, subject to a maximum of 15% (Fifteen percent) or part thereof, will be levied without prejudice to any other relief or compensation due to the Purchaser under any other conditions of the Contract.

07. **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 Seller, the whole of the goods or any part, which the Seller has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and nearest available substitute thereof. The Seller shall be liable for any loss, which the Purchaser may sustain by reason of such termination of Purchase(s), in addition to penalty at the rate mentioned in Clause No. 06 above.

08. **PREFERENTIAL DELIVERY:** 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, it shall be noted that in the event of an Order is placed on a higher Tenderer as result of this invitation of 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 the lowest acceptable Tender on the basis of final price. (F.O.R./BHTEL-SSTP Stores) including all elements of Freight, Sales Tax, Duty(s) and other incidentals.

09. GUARANTEE:

01. In the event of an Order, the materials notified in the Order shall be guaranteed for satisfactory performance against all manufacturing defects, faulty workmanship and bad-workmanship, etc. The liability under Seller's Guarantee Certificate shall cover a total period of 18 (Eighteen) Months from the date of despatch or 12 (Twelve) Months from the date of actual usage of the material(s) whichever is earlier. A Guarantee Certificate to the above effect shall accompany despatch documents. In case of staggered delivery, the Guarantee Certificate shall accompany the despatch documents each time.

02. **Performance Bank Guarantee:** Wherever required, BHTEL shall request the successful Tenderer to execute a Performance Bank Guarantee covering the standard Guarantee Terms of BHTEL, through any of the Nationalised Banks / Scheduled Banks, who is a Member-Bank in BHTEL's Consortium of Banks, which will be intimated along with Purchase Order, at the discretion of BHTEL.

10. CENVAT CREDIT:

01. Please explicitly indicate the following in the Offer to enable us to avail CENVAT Credit.

01. Excise Registration Number, Excise Control Code (ECC) Number,
02. Central Excise Chapter Heading Number, Under which the goods will be cleared,
03. Present Rate of Excise Duty.

02. In the event of an Order being placed, Excise Duty will be reimbursed only based on the Duplicate Copy EXCISE INVOICE (Transporter's Copy), Seller shall take acknowledgement from the authorised personnel/transporter, while delivering the goods, for having handed over the above Duplicate Copy.

03. If the Seller is a First Stage Dealer / Second Stage Dealer / Depot / Consignment Agent / Importer / Importer- Agent, the Seller has to confirm that they shall be following the procedures in terms of the provisions of Central Excise Rules-2002, to enable BHTEL to avail CENVAT Credit, under CENVAT Credit Rules-2002.

04. All the time of submission of invoice(s), the Seller is required to furnish the following Certificate.

"The Amount of Rs. (Rupees in words.....) claimed as CENVAT in the Bill is in accordance with the provisions of the Rules in all respects and that the same has been paid to the Central Excise Authorities in respect of the materials covered by the Bill".

11. **GENERAL:** Any other conditions which might have been quoted by the Seller and are in contravention to the Terms prescribed in the Tender/Order and which have not been specifically accepted by the Purchaser, will not be applicable to the Contract and BHTEL's standard Terms & Conditions shall only be applicable.

12. IMPORTANT NOTE:

01. Purchaser reserves the right to place Repeat Order(s) at the same Price and Terms & Condition, within 36 (Thirty Six Months) from the date of completion of supply, or 24 (Twenty four) months from the date of completion of supply, whichever is earlier. A specific confirmation in the regard shall only be applicable.

02. In the event of quoting "Packing and Forwarding charges" extra in the offer, the "Packing Charges" and "Forwarding Charges" shall be separately quoted and shall not be combined. Also please note that no Excise Duty and sales Tax shall be payable on Forwarding Charges. In case this is not complied with corresponding Excise Duty and Sales Tax on packing Charges will not be paid.

03. In the event of the Tenderer being a S.S.I. Unit, the tenderer shall indicate the S.S.I.Regn. No in the Offer and also enclose a copy of S.S.I. Registration Certificate issued by the Competent Authority.

04. Tenderer is requested to furnish all the details called for in the Tender. In case any required data/information is/ are not furnished in the offer, Purchaser reserves the right to reject the tender.