



**ANNEXURE – A to TENDER BAP/CAP/2013-14/OT-26**  
**STANDARD TERMS & CONDITIONS**  
**(FOR GUIDANCE TO THE SUPPLIERS)**

**A] Submission of Offer**

**TENDERS**

Sealed tenders super-scribed with Tender Number, Due Date, Item Name & Supplier's Name shall be addressed to Sr. Manager / Purchase dept., Bharat Heavy Electricals Limited, Ranipet – 632 406, Tamilnadu, INDIA, so as to reach him on or before the date and time specified in the tender. It shall contain two separate sealed covers as under:-

**Sealed envelope super-scribed "Cover I - Techno-commercial bid", with Tender Number, Item Name, Tender Due Date & Supplier's Name, containing:**

- a) **Complete technical Offer** with details, catalogues, drawings,
- b) **Un-priced bid** (i.e. Price bid without Price),
- c) **Filled-in BHEL's Technical Specification format** enclosed with the Tender document,
- d) **Filled-in BHEL's Standard Commercial Terms & Conditions** for Procurement of Equipment enclosed with the Tender Document,

**Note**

- (i) **BHEL** reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected.
- (ii) **Authorization Letter:** Such of those tenderers who wish to participate in the Tender Opening, should come to attend the tender opening with an authorization letter which shall be duly signed and stamped in original, identifying the representative to be deputed for tender opening. A copy of the same shall be carried by the representative in original.

**Sealed envelope super-scribed Cover – II (Price bid), with Tender Number, Item Name, Tender Due Date & Name of the Supplier, containing:**

**Price Bid** in conformance with the commercial terms as per Cover I.

The Prices shall be indicated in both figures and words, clearly specifying the currency used. Differential foreign currencies may not be used in a given offer.

Wherever there is a discrepancy between the figures and the words, the value as indicated by words shall be taken as the "Price" by the Purchaser. Similarly if there is a discrepancy between the Unit Price and the Value on account of arithmetical error in the computation of the Value (Price x Quantity), only the Unit Price would be taken by the Purchaser for consideration. No corrections would be permitted.

**Note**

- (i) The price break-up should be in line with technical specification / scope of the tender. (All charges like Cost of basic machine, accessories, spares, packing charges, forwarding charges, freight, insurance, training, installation, erection and commissioning charges shall be shown separately).
- (ii) The estimated E&C value is (%) of the Basic cost of the machine if not specified otherwise. In case where quoted value is less than the value (in %) specified herein or separate values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated herein (%) and accordingly



supply value will be adjusted from that quoted value and balance will be released as E&C payment as per the payment procedure mentioned in "Standard Commercial Terms & Conditions".

- (iii) No Price Variation Clause will be entertained.
- (iv) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Cover I) shall hold good and the commercial term quoted in the Price Bid (Cover II) shall not be considered.

### **B] Opening of Offers**

- a) **Tenders shall be received up to 1400 Hours (P.M) on the said due date and be opened on the same day at 1430 Hours (P.M). Tenders received after 1400 Hours (P.M) would not be opened. The times indicated are Indian Standard Time (IST).**
- b) If so required, BHEL reserves the right to open the Price-Bids, '*in-camera*'. Intimation to this effect would be given to the Supplier by BHEL, before the opening of the Price-Bids.

**Note :** At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions.

### **C] Miscellaneous**

**1. Force Majeure:** If at any time during the currency of this contract, the performance in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events), then provided notice of happening of any such events is given by either party to other within ten days from the date of occurrence thereof, neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

**3.** This enquiry shall be subject to jurisdiction of the Courts at Ranipet, Vellore District, Tamilnadu.