



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

TITLE: SUPPLY OF Roller, Guide Plate & Guide Strip – 9 Items as per Enquiry enclosed.	Phone: +91 431 257 8428 Email : rbmurugan@bheltry.co.in Web : www.bhel.com	
Reference Number: 9431259E	Date: 21.01.2014	Due date for submission of application: 11.02.2014

A. BHEL/SSTP, Trichy is looking for vendors to supply Roller, Guide Plate & Guide Strip – 9 Items 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 TAXREGISTRATIONetc. (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 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.

Sr Manager / Purchase /SSTP
Phone: 0431-257 8428.
Mail: rbmurugan@bheltry.co.in

 BHARAT HEAVY ELECTRICALS LTD. (A GOVERNMENT OF INDIA UNDERTAKING) SEAMLESS STEEL TUBE PLANT TIRUCHIRAPPALLI - 620 014. TAMIL NADU.	PHONE : 0431-2578480, 2578547,2578428, 2578406 FAX : 0431-2520464/383	TIN : 33243560005 CST No. 239383 Dated 11.06.1991	PURCHASE ENQUIRY	
	VENDOR CODE 22079	ENQUIRY NUMBER 9431259E		

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 not be considered.
5. Late Tender (s) is/are liable for rejection.
6. Other(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 : SP9112712009 ----- ROLLER(RACK BEARING ASSY) DRG NO:3-7-1127-01-00545/01 MATL :37Mn6, IS:3930 NOTE:HARDENED AND TEMPERED TO BE DONE AS PER DRAWING.	Nos. 01	24.000	07/05/2014
02	BHEL Material Code : SP9112751013 ----- GUIDE PLATE-4800MM(LH) Drg.No:3-7-1127-05-03124/03 Matl:Fe590B IS:8500	Nos. 01	1.000	07/06/2014
03	BHEL Material Code : SP9112751014 ----- GUIDE PLATE-3900MM(LH) Drg.No:3-7-1127-05-03125/04 Matl:Fe590B, IS:8500	Nos. 01	1.000	07/06/2014
04	BHEL Material Code : SP9112751017 ----- GUIDE PLATE-3720MM(LH) Drg.No:3-7-1127-05-03128/03 Matl:Fe590B IS:8500	Nos. 01	1.000	07/06/2014
05	BHEL Material Code : SP9112751012 ----- GUIDE PLATE-4800MM(RH) Drg.No:3-7-1127-05-03123/03 Matl:Fe590B IS:8500	Nos. 01	1.000	07/06/2014

IMPORTANT NOTE :

1. Delivery Terms : "Free Delivery at BHEL-SSTP STORES" is preferable.
2. Payment Terms : 100% payment within 45days after receipt and acceptance of materials by BHEL"
3. Terms and Conditions of Tender : Please see reverse.
4. 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

 BHARAT HEAVY ELECTRICALS LTD. (A GOVERNMENT OF INDIA UNDERTAKING) SEAMLESS STEEL TUBE PLANT TIRUCHIRAPPALLI - 620 014. TAMIL NADU.	PHONE : 0431-2578480, 2578547,2578428, 2578406 FAX : 0431-2520464/383	TIN : 33243560005 CST No. 239383 Dated 11.06.1991	PURCHASE ENQUIRY	
	VENDOR CODE 22079	ENQUIRY NUMBER 9431259E		ENQUIRY DATE 21/01/2014

Office Copy

IMPORTANT POINTS :

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 - d. Payment Terms
 - e. Excise Duty with Tariff Heading Sales Tax (against form-XVII/Form-C), etc.
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Sl.No.	BHEL Material Code and Description	Unit	Requirement		
			Quantity	Delivery	
06	BHEL Material Code : SP9112751016 ----- GUIDE PLATE-3720MM(RH) Drg.No:3-7-1127-05-03127/03 Matl:Fe590B, IS:8500	Nos.	01	2.000	07/06/2014
07	BHEL Material Code : SP9112751015 ----- GUIDE PLATE-3900MM(RH) Drg.No:3-7-1127-05-03126/04 Matl:Fe590B, IS:8500	Nos.	01	1.000	07/06/2014
08	BHEL Material Code : SP9112732012 ----- PLATE DRG.NO.3-7-1127-05-10066 MATL.E250A IS:2062	Nos.	01	2.000	07/06/2014
09	BHEL Material Code : SP9112760014 ----- GUIDE STRIP DRG.NO : 2-7-1127-06-01548/02 MATL : 35C8 IS:5517	Nos.	01	10.000	07/04/2014
Foot Note :: THIS TENDER IS CALLED ON TWO BID SYSTEM.KINDLY REFER THE ANNEXURE-A, B & C ATTACHED. CONFIRM THE FOLLOWING COMMERCIAL POINTS WITHOUT FAIL:					

IMPORTANT NOTE :

1. Delivery Terms : "Free Delivery at BHEL-SSTP STORES" is preferable.
2. Payment Terms : 100% payment within 45days after receipt and acceptance of materials by BHEL"
3. Terms and Conditions of Tender : Please see reverse.
4. 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



BHARAT HEAVY ELECTRICALS LTD.
 (A GOVERNMENT OF INDIA UNDERTAKING)
 SEAMLESS STEEL TUBE PLANT
 TIRUCHIRAPPALLI - 620 014,
 TAMIL NADU.

PHONE : 0431-2578480,
 2578547,2578428,
 2578406
 FAX : 0431-2520464/383

TIN : 33243560005
 CST No. 239383
 Dated 11.06.1991

PURCHASE ENQUIRY

VENDOR CODE	ENQUIRY NUMBER	ENQUIRY DATE	ENQUIRY DUE DATE	No.OF ITEMS
22079	9431259E	21/01/2014	11/02/2014	09

Office Copy

- IMPORTANT POINTS :**
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Sl.No.	BHEL Material Code and Description	Unit	Requirement	
			Quantity	Delivery
	<p>1.OUR STD PAYMENT TERMS IS 100 % PYT WITH IN 45 DAYS ON RECEIPT AND ACCEPTANCE OF MATERIALS THRO E-PAYMENT.FORMAT WILL BE SENT ALONG WITH PUR ORDER.</p> <p>2.INSPECTION WILL BE CARRIED OUT AT YR WORKS PRIOR TO DESPATCH BY BHEL.FOR WHICH ONE WEEK ADVANCE INTIMATION IS TO BE GIVEN ON READINESS OF MATERIAL.</p> <p>3.PL QUOTE THE RATE ON DOOR DELIVERY BASIS DULY INCLUDING PKG, FORWARDING, FREIGHT AND INSURANCE CHARGES.</p> <p>4.TEST CERTIFICATES FOR MATERIAL CHEMICAL COMPOSITION ARE TO BE SUBMITTED ALONG WITH SUPPLIES.</p> <p>5.PERFORMANCE BANK GUARANTEE FOR 10 % ON BASIC VALUE IS TO BE SUBMITTED WHILE RELEASING PAYMENT.</p> <p>6.CONFIRM YR ACCEPTANCE FOR LD AND RISK PURCHASE CLAUSES.</p>			

IMPORTANT NOTE :

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2. Payment Terms : 100% payment within 45days after receipt and acceptance of materials by BHEL"
3. Terms and Conditions of Tender : Please see reverse.
4. 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.

(Signature)
PURCHASE EXECUTIVE

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

Annexure-A

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 1 of 4)

1. This Tender is floated on TWO–BID System.
 1. Tenderers are requested to submit their Offers in TWO-BID basis, viz.,
 1. Part I .. Technical and Un-Priced Commercial Bid
 2. Part II .. Price Bid
 2. Both the above Bids are to be submitted before 14.00 hours (Indian Time) on Tender Due Date, as detailed under Point 3.
2. Above Bids are to be submitted in sealed-covers as detailed below :

1. Technical and Un-Priced Commercial Bid :

1. Shall contain complete Scope of Supply with all Technical details, Specifications, Delivery and other Commercial Terms and Conditions.
2. Shall contain all Commercial Conditions, like Payment Terms, Delivery Terms, Taxes, Duties, Delivery Schedule, Offer Validity.
3. Price columns are to be filled-in only as 'QUOTED' ::

Enq. Sl.No.	BHEL Matl. Code / Description of Material.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.
..	QUOTED	QUOTED

4. Shall contain Point-wise confirmation for all Enquiry Clause Nos., TDC Clause Nos., and other attachments, if any.
5. If any deviation is taken, Technical or Commercial points, the same shall be clearly highlighted in the Offer with Enquiry Clause No(s). and its attachments. Otherwise, it shall be construed by BHEL that the Tenderer is complying with all Enquiry Clauses in full.
6. Any request for modification/change of Technical / Commercial points shall be entertained only before they are frozen..

2. Price Bid :

1. Shall contain following details **only** ::

Enq. Sl.No.	BHEL Matl. Code / Description of Material.	Quantity with Unit Name	Unit Rate Rs.	Total Price Rs.

2. Wherever required / possible, Break-up-Price details are to be furnished.
3. This Bid shall NOT contain any Technical and/or Commercial Conditions. (If indicated, such terms shall not be taken into consideration).

Annexure-A

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 2 of 4)

3. **Details for submitting the Offer :**

1. **Cover No.1 – Technical and Un-Priced Commercial Bid :**

1. Put the Technical & Un-Priced Commercial Bid inside Cover No.1 seal it.
2. Mark Cover No.1 as :
“Part-I -- TECHNICAL AND UN-PRICED COMMERCIAL BID”
Tender No., Tender Date, Tender Due date, Address of Tenderer..

2. **Cover No.2 -- Price Bid :**

1. Put the Price Bid inside Cover No.2 and seal it.
2. Mark Cover No.2 as :
“Part-II - PRICE BID”
Tender No., Tender Date, Tender Due date, Address of Tenderer..

3. **Cover No.3 -- Techno-Commercial Bid & Price Bid :**

1. Put Cover No. 1 and 2 inside Cover No.3 and seal it.
2. Mark Cover No. 3, with Tender No., Tender Date, Tender Due date, Address of Tenderer..
3. Address the Cover No.3, to Purchase Executive, BHEL/SSTP, Tiruchirapalli-620014, INDIA.

4. **Tender Opening :**

1. On the Tender Due Date, Technical and Un-Priced Commercial Bid shall alone be opened, in presence of Responded Tenderers / their Authorized Representative, who may like to be present for Tender opening..
2. Clarifications / Confirmations, if any, required by BHEL for Technical / Commercial evaluation , shall be sought from Bidders before opening the Price Bid.
3. Price Bid of Technically suitable Bidders alone would be opened, on a pre-determined date, in presence of the Responded Tenderers / their Authorized Representative, who may like to be present for such opening.

5. **General :**

1. Incomplete Offers shall be liable for rejection.
2. Fixed Price :
Bidder shall quote only Fixed Rate / Price and not subject to any escalation whatsoever during the period of Bid Validity and execution of Purchase Order. Any Bid with adjustable or price variation clause shall be treated as ‘Non-Responsive’ and liable for rejection. Prices shall be written both in numbers and words. In the event of any difference, the price in words shall be valid and binding. Unit Rate shall only be considered as correct and valid, which shall be taken for further consideration.

Annexure-A

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 3 of 4)

3. Taxes and Duties :
All Taxes / Duties payable extra to the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates shall be considered as 'all inclusive'.

Offer shall carry clear details of Tariff Heading No. and applicable Rate of ED / ST (along with Rate of Cess, if any).
4. Validity :
Offer shall be kept valid for acceptance for a period of 60 days (sixty days) from the date of opening of the Technical & Un-Priced Bid.
5. Terms of Payment :
100% payment shall be paid within 60 to 90 days, after receipt and acceptance of materials at BHEL/SSTP.
6. Liquidated Damages, Risk Purchase and Warranty :
BHEL standard Clauses are applicable
(Ref : Clause Nos. 6,7 & 9 of Terms and Conditions of Enquiry available on the reverse of pre-printed Enquiry sheet).
7. Evaluation of the Offers shall be on the basis of 'To-Door Cost at SSTP' (NET Cash outflow to BHEL)
8. BHEL reserves the right to ordering on Public Sector Enterprises under Price-Preference facilities as admissible in the existing policy.
9. BHEL reserves the right to reject any Tender due to unsatisfactory past performance in the execution of a Contract.
10. **BHEL reserves the right to resort for a REVERSE AUCTION (RA), i.e. ON-LINE BIDDING THROUGH INTERNET,** instead of opening the sealed Price Bid submitted earlier, which shall be decided after Technical evaluation.
11. **In case BHEL decides NOT to resort for RA, Price Bids and Price-Impacts, if any, already submitted by Bidder and available with BHEL, shall be opened, as detailed under Point 4 above.**
12. **Information and General Terms and Conditions governing RA, are detailed below:**
 1. Technically and Commercially acceptable Bidders shall only be eligible to participate in the RA.
 2. BHEL shall engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet, at NO extra-cost to the Bidders.
 3. Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained.

Annexure-A

Important Note to Tenderers - for TWO BID system (including REVERSE AUCTION)

(Page No. 4 of 4)

4. RA Business Rules, like Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders.
5. Vendors have to FAX the Compliance Form in the prescribed format (to be furnished by the Service Provider), before start of RA. Without furnishing the above Compliance Form, Bidders shall not be eligible to participate in the RA.
6. BHEL shall provide the calculation sheet (eg., EXCELL sheet) through the Service Provider, which shall be helpful to arrive at "TOTAL COST to BHEL", like Packing and Forwarding Charges, Taxes and Duties, Freight Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA.
7. RA shall be conducted on a pre-determined Date and Time.
8. At the end of RA, the lowest Bid Value will be known on the Network.
9. Lowest Bidder has to FAX the Prescribed Format, duly filled in and signed in, as provided, on a case-to-case basis, to the Service Provider, within 24 Hours of RA without fail.
10. Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical the Tender process and will invite disqualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.

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Annexure – B.
Technical Conditions

Vendor Code :
Vendor Name : M/s.
Tender No. :
Tender Date :
Tender Due Date :

Sl.No.	Technical Requirement	Accepted	Not accepted
1.	Supply Materials as per Tender Documents, without any deviation.		
2.	Delivery of materials as per Tender Documents..		
3.	Furnish Certificate for <u>Raw Material Chemistry</u> , either from manufacturer or from Reputed Test House.		
4.	Furnish Certificate for Hardness		
5.	Furnish Temperature-Time Graph for Heat Treatment cycle.		
6.	Furnish Certificate for LP Test.		
7.	Supply materials with marking (PO No., Name of Vendor)		
8.	Supply materials with suitable preservation and packing		
<u>Deviations, if any (attach additional sheet, if reqd) :</u> 			

Signature :

Date :

Seal :

Annexure – C.
Commercial Conditions

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

Sl.No	Commercial Terms	Accepted
C1.	<u>Delivery Terms :</u> Free delivery at BHEL/SSTP Stores duly including Packing, Forwarding, Freight and Insurance charges	
C2.	<u>Payment :</u> 100% after 45 days after receipt and acceptance of materials by BHEL	
C3.	<u>LIQUIDATED DAMAGES:</u> 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 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 10% (Ten 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. <u>RISK PURCHASE:</u> Alternatively, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase elsewhere at the risk and cost of Seller, either the whole of the goods or any part, which the Seller has failed to deliver or dispatch 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 Risk Purchase(s), in addition to penalty at the rate mentioned in Clause No.06 above.	
C4.	<u>Delivery Period :</u> As per Enquiry schedule.	
C5.	<u>Validity – minimum 60 Days from the date of Tender Opening.</u>	
<u>Deviations if any (attach additional sheet, if required) :</u>		

Sl.No.	Commercial Terms	
C6.	Validity of Offer (Date)	
C7.	Excise Duty (including Cess) % (with Break up details)	
C8.	TVNAT / CST (%)	
C9.	Delivery Period (Days/Weeks/Months) Please refer the Enquiry.	
C10.	Other Cost (if any) - % (or) Rs.	
C11.	Are you Micro/Small/Medium Industry? (If YES, please furnish MSM Regn.No., along with a copy of MSM Certificate)	YES / NO MSM No. MSM Certificate enclosed(Yes/NO)

Signature with Date :

TERMS AND CONDITIONS OF ENQUIRY

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 No. 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 or 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./BHEL-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 Offer, 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 Policy and Amendments thereto from time to time.
10. BHEL 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 BHEL reserves the right not to consider the same.
12. BHEL 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. BHEL reserves the right to negotiate the L-1 rate.
14. BHEL may order on more than one Vendor at the lowest acceptable Rate.

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.

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

TERMS OF PAYMENT: 100% Payment will be made within 45 days of receipt and acceptance of materials at BHEL. Wherever required by the Purchaser, the 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.

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

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 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.

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, either 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 Risk Purchase(s), in addition to penalty at the rate mentioned in Clause No. 06 above.

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 that of the lowest acceptable Tender on the basis of final price. (F.O.R./BHEL-SSTP Stores) including all elements of Freight, Sales Tax, Duty(s) and other incidentals.

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 design 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 the despatch documents. In case of staggered delivery, the Guarantee Certificate shall accompany the despatch documents each time.
02. **Performance Bank Guarantee:** Wherever required, BHEL shall request the successful Tenderer to execute a Performance Bank Guarantee covering the standard Guarantee Terms of BHEL, through any of the Nationalised Banks / Scheduled Banks, who is a Member-Bank in BHEL's Consortium of Banks, which will be intimated along with Purchase Order, at the discretion of BHEL.

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 will be following the procedures in terms of the provisions of Central Excise Rules-2002, to enable BHEL 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".

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 BHEL's standard Terms & Conditions shall only be applicable.

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 Order of 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. Regn. 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 not furnished in the offer, Purchaser reserves the right to assume the same for the purpose of evaluation/comparison and decide the Tender accordingly.

Respective procurement Groups shall incorporate the applicable conditions in the NIT for Indigenous and Imports separately.

Payment Term (Indigenous)	
If materials are receivable at Stores/Trichy <u>without PBG</u>	Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials.
If materials are receivable at Stores/Trichy <u>with PBG</u>	Payment term is 100% direct payment after 45 days from the date of receipt and acceptance of materials and against 10% PBG valid for the warranty period.
Any deviation in the above payment term will attract loading as mentioned below. “Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.	

Payment Term (Indigenous)	
If materials are receivable at Project Sites <u>without PBG</u>	<u>Option-1:</u> Payment term is 100% direct payment after 45 days from the date of dispatch against site acknowledgement <u>Option-2:</u> Payment term is 90% direct payment after 45 days from the date of dispatch against submission of dispatch documents and balance 10% against site acknowledgement. For this option -2, a loading of 2% on the 90% of the offered value shall be made.
If materials are receivable at Project Sites <u>with PBG</u>	<u>Option-1:</u> Payment term is 100% direct payment after 45 days from the date of dispatch against site acknowledgement and against 10% PBG valid for the warranty period. <u>Option-2:</u> Payment term is 90% direct payment after 45 days from the date of dispatch against submission of dispatch documents and 10% PBG valid for the warranty period and balance 10% against site acknowledgement. For this option -2, a loading of 2% on the 90% of the offered value shall be made.

To be incorporated in all NITs addressed to Indigenous Suppliers	Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Site/Stores with Consignee copy attached. In this case Loading will be 3% on the offered value. In case of Direct to Site (DTS), only 90% through bank will be considered.
	Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection.

Payment Term (Imports) - To be incorporated in all NITs addressed to Import Suppliers

BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

Any deviation in the above payment term will attract loading as mentioned below. “Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.

- In the case of Usance LCs the loading will be considered @ 1.5% on the offered Value.**
- For LC at sight the loading will be considered @ 3.5% on the offered Value.**
- Normally CAD at sight and Confirmed LCs are liable for rejection.**

Liquidated Damages / Penalty - To be incorporated in all NITs addressed to both Indigenous and Import Suppliers

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.

For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay 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).

Guarantee / Warranty Period - To be incorporated in all NITs addressed to both Indigenous and Import Suppliers

Normally No deviation permitted and the deviated offers are liable for rejection.

Performance Bank Guarantee - To be incorporated in all NITs addressed to both Indigenous and Import Suppliers

Normally No deviation permitted and the deviated offers are liable for rejection.

To be incorporated in all NITs addressed to both Indigenous and Import Suppliers

BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.