

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 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. To 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 and 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 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. BHEL reserves the right to increase or decrease the Tender Quantity and split the Tender Quantity among more than one Tenderer and place Order 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.

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 BHEL. 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 BHEL, through any of the Nationalised Banks / Scheduled Banks, Who is a Member-Bank in BHEL's Consortium of Banks, which shall be intimated along with Purchase Order, at the discretion of BHEL.

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./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 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 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 are following the procedures in terms of the provisions of Central Excise Rules-2002, to enable BHEL to avail CENVAT Credit, under CENVAT Credit Rules.

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 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 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