



BHARAT HEAVY ELECTRICALS LIMITED

PIPLANI, BHOPAL – 462022 (M.P.)

MATERIALS MANAGEMENT DEPARTMENT (MFS DIVISION)

SPECIAL TERMS & CONDITIONS

Sub: Procurement of Multilayered Cross Laminated Polyethylene Film

- 1.0 Sealed quotations are invited in **Two Part Bid System (Techno-Commercial Bid – Part : I and Price Bid – Part : II)** for procurement of different sizes of **Multilayered Cross Laminated Polyethylene Film** as per **BHEL Specification No. AA 51420 (Rev. 01)** in different sizes – for detailed specification / description etc. refer enquiry sheet and **Annexure – 1 to Annexure – 8 enclosed herewith**. The offer should be submitted in Two Parts (Two separate sealed envelopes superscribed with Part No. given below, **Enquiry No. E-3183111 Due Date : 20.09.2008** on the envelope) on or before the due date of opening i.e. **20.09.2008** : –
 - (a) **Part – I** : **Technical, Commercial & General Terms “other than Price”**
 - (b) **Part – II** : **Only Price**

Note: Only Part - I of the offer shall be opened on the due date of opening i.e. on 20.09.2008.
- 2.0 Tender documents can be downloaded from our website < **www.bhelbhopal.com** >, however, Demand Draft of Rs.1000/- towards Tender Fees should be furnished alongwith Techno-Commercial Bid (Part – I), else offer shall not be considered.
- 3.0 All the vendors (indigenous / foreign vendors), who are not registered with BHEL, Bhopal should fill up enlistment booklet / registration form and furnish / submit the same alongwith necessary documents alongwith Techno-Commercial Bid (Part – I). Duly filled-in Enlistment Booklet / Registration Form should be received at our end within 15 days from the date of Techno-Commercial Bid opening (if not submitted alongwith Part – I), else there is a chance that offer of such vendors will not be considered / price bid will not be opened.
- 4.0 Vendor should indicate separately Basic Price, Excise Duty & Educational Cess, Sales Tax (CST or VAT, whichever applicable), Entry Tax or any other factor effecting price in Price Bid – Part : II – **for Indigenous vendors**.
- 5.0 Vendors should clearly indicate the Payment Terms. BHEL's Standard Payment terms are “100% after receipt and acceptance of material within 90 days”. Those vendors deviating from the above payment terms, their offers shall be loaded appropriately – **for indigenous vendors**.
- 6.0 Vendor should indicate Price on **FOB basis in Foreign currency including Sea / Air worthy packing – for Foreign vendors**.

- 7.0 Vendor should clearly indicate the Payment Terms. BHEL's Standard Payment Terms are "100% through Unconfirmed Irrevocable Letter of Credit with Bank Charges to respective accounts. Please confirm your acceptance – **for Foreign vendors.**
- 8.0 Foreign vendors are requested to mention the name of their Bank in Techno-Commercial Bid (Part – I).
- 9.0 Please indicate whether Letter of Credit is at sight or with deferred credit of 30 / 60 / 90 days (you are requested to offer maximum period of credit).
- 10.0 Please note that suitable loading shall be done for arriving at the HESG Price [FOR Destination price (BHEL, Bhopal – INDIA)], for any deviation from our standard terms of payment.
- 11.0 Vendors have to furnish sample of each item separately alongwith Techno-Commercial Bid : Part – I.
- 12.0 BHEL shall prefer the **FIRM price** for the entire contract period. Please confirm your acceptance.
- 13.0 Discount offered should be fixed and constant during entire contract period.
- 14.0 Please confirm the **supply location** from where despatches will take place.
- 15.0 **Quantity received & accepted at BHEL, Bhopal shall only be considered final and this quantity shall only be taken for payment purposes.**
- 16.0 **Delivery is the essence of the contract. You are requested to confirm delivery schedule accordingly.**
- 17.0 Material to be handed over to our **Forwarders** for further Air / Sea freighting to Indian destination Port – **for Foreign vendors only.**
- 18.0 **Requirement shown in Enquiry Sheet is tentative for Item No. 1 & 2. Presently we require Item No. 3 only. However, these are our regular procurement item and quantity shown against each item is our annual requirement and can be ordered suitably as per our consumption trend / usage. Vendor should give his consent for acceptance of part quantity also.**
- 19.0 **Liquidated Damages / Penalty Clause** :
- (a) Failure to effect supply by the time specified in the order or period of extension granted in writing by BHEL will make the supplier liable to pay liquidated damages / unconditional penalty, as the case may be, @ ½% of the price of the **goods in arrears** per week at the discretion of BHEL, subject to a maximum of 10% of the order value. Please confirm your acceptance. **Those not agreeing to Penalty Clause their price may be loaded accordingly.**
- (b) If the material is not supplied within stipulated time BHEL reserves the right to cancel the contract & purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting party to make good any loss suffered by BHEL.

20.0 **General Terms & Conditions** :

20.1 The General Terms & Conditions are enclosed herewith as **ANNEXURE – 3** (for indigenous vendors) & **ANNEXURE – 6** (for foreign vendors) and you have to confirm your acceptance / non-acceptance specifically clause-wise. If nothing is written about it, it will be presumed that you have agreed to all the conditions therein.

20.2 In case of any contradiction between Special Terms & Conditions and General Terms and Conditions, the decision of BHEL shall be final.

21.0 The Sealed Quotations should be submitted in a double cover in two part system which means **Techno-Commercial Bid as Part – I** and **Price Bid as Part – II**, separately. The inner cover of **Part – I & Part – II** should be sealed and superscribed with **Enquiry No. E-3182111 Due on 20.09.2008**. The outer cover should bear only the address of the Office, Enquiry No., Due Date and must reach on or before **11.00 AM on the due date of opening i.e. 20.09.2008**. The “**Techno-Commercial Bid**” **Part – I** will be opened at **02.00 PM** on the same day. Price bid will be opened later after evaluation of **Techno-Commercial Bid**.

Vendor(s), whose offer(s) are technically and commercially acceptable, shall be informed later on the date of price bid opening. Price Bid i.e. Part – II shall be opened in the presence of those who wish to attend the price bid opening.

22.0 The purchase order shall be issued according to BHEL’s requirement giving required lead time. The vendor should ensure timely Delivery as indicated in the purchase order.

23.0 Vendor should give clause-by-clause acceptance to all the above paragraphs. In case of any deviation the same may please be brought-out separately. BHEL reserves the right to accept or reject the deviations.

24.0 **Registration of New Vendor** :

24.1 All the new vendors, who are not registered with BHEL, Bhopal should fill up the enlistment / registration booklet attached herewith as Annexure – 5 & Annexure – 8 for indigenous & foreign vendors, respectively and submit the same alongwith Techno-Commercial Bid i.e. Part – I or maximum within 15 days from the date of Techno-Commercial Bid : Part – I opening.

24.2 Based on the filled up enlistment / registration booklet, BHEL shall evaluate / assess the new vendors. If felt necessary, BHEL may also collect business information about the vendor from other independent agencies and BHEL’s representatives may visit to the vendor’s works for further assessment and evaluation.

25.0 In case of any discrepancy BHEL’s decision shall be final and binding.

Vendor has to furnish & accept the above Technical, Commercial and General Terms & Conditions as indicated in respective Clause / Para. If nothing is written about it, it will be presumed that you have agreed to all the conditions therein.

(A.L. VISHWAKARMA)
SR. DY. GENERAL MANAGER (MM-MFS)