



BHARAT HEAVY ELECTRICALS LIMITED PIPLANI, BHOPAL – 462022 (M.P.)

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EMAIL : vishwakarma@bhelbpl.co.in

SPECIAL CONDITIONS TO ENQUIRY NO. E-3183195R DUE ON 28.02.2009

- 1.0 Sealed quotations are invited in **Two Part Bid System for procurement of Multi Layered Cross laminated Poly Ethylene Film as per BHEL Specifications**. For details, refer Enquiry Sheet & Annexure 1 enclosed herewith. The offer should be submitted in Two Parts (*Two separate sealed envelopes super scribed with Part No. given below, Enquiry No. & Due date on the envelope*) on or before the due date of opening.

(a) Part – I : Technical, Commercial & General Terms “*other than Price*”

(b) Part – II : Only Price

Please note that the above two separate envelopes should be placed in a sealed envelope super scribed with Enquiry No. & due date of opening and to be dropped in the Tender Box.

Enquiry No	: E-3183195R
Last date for downloading Tender Documents	: 27.02.09
Last date of submitting Quotations	: 28.02.09 (till 11.00 am)
Due date of Tender Opening	: 28.02.09 (02.00 pm)

- 2.0 Only Techno-Commercial Bid : Part – I shall be opened on the due date of opening. Price Bid : Part – II shall be opened for techno-commercially acceptable offers only at a later date.
- 3.0 Vendors have to quote as per description & specification mentioned in our Enquiry Sheet & Annexure-1. Deviation if any should be brought out clearly in Techno-commercial bid – Part : 1.
- 4.0 Vendors should indicate separately Basic Price, Excise Duty & Edu. Cess, Sales Tax (CST or VAT), Entry Tax, etc. or any other factor affecting price in their quotation (in price bid only).
- 5.0 BHEL will avail **MODVAT** benefit on Excise Duty. Thus, EDGP should be furnished along with each consignment.
- 6.0 BHEL will issue “**C**” form for procurement of the material, hence, vendors have to quote concessional rate of Central Sales Tax (CST).
- 7.0 BHEL requires material on **FOR destination basis** only, which please be noted.
- 8.0 Supply location from where the dispatches will take place should be mentioned clearly in Techno-commercial bid - Part : 1.

- 9.0 Vendors have to **submit sample of the item** along with Techno-Commercial Bid – Part: I.
- 10.0 BHEL shall prefer the **FIRM price** for the entire contract period, which please be noted.
- 11.0 Quantity received & accepted at BHEL, Bhopal shall only be considered final and this quantity shall only be taken for payment purpose.
- 12.0 Vendor should clearly indicate the Payment Terms. BHEL's Standard Payment Terms are **"100% payment within 90 days after receipt and acceptance of material"**. **Please note that to evaluate the offers at par, offer of the bidders shall be loaded accordingly, if lower period of credit is offered.**
- 13.0 **Tenders shall be evaluated on the total delivered cost to BHEL i.e. on F.O.R. BHEL, Bhopal basis. This is for your information.**
- 14.0 **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 will 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.
- 15.0 **General Terms & Conditions** :
- 15.1 **The General Terms & Conditions (of Enquiry & Purchase order) for Vendors are enclosed herewith as Annexure – 3 & 4 resp.** 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.
- 15.2 In case of any contradiction between Special Terms & Conditions and General Terms & Conditions, ***Special Terms & Conditions shall prevail.***
- 16.0 **All the new vendors, who are not registered with BHEL, Bhopal or Registered Vendor but "Inactive" as per BHEL's records should fill up the Registration Form , which can be downloaded from our website < www.bhel.com > [under column -- [Supplier Registration](#) > [Registration Forms](#) > [From within India](#)]. The Registration Form can also be downloaded from BHEL, Bhopal's website < www.bhelbhopal.com > .**
- 17.0 Based on the filled up Registration Form, 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.

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.

- 18.0 The quotations should be valid for a minimum period of **90 days** from the date of Techno-Commercial Bid opening.
- 19.0 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.
- 20.0 Vendor should give **clause by clause acceptance to all the above paragraphs**. In case of any deviation the same may please be brought separately. BHEL reserves the right to accept or reject the deviations.
- 21.0 In case of any queries, please contact undersigned before tender opening.**

Vendors have to furnish & accept the Technical, Commercial, Special and General Terms & Conditions. If nothing is written about it, it will be presumed that vendor has agreed to all the conditions therein.

(A.L.VISHWAKARMA)

Sr. DGM (MM – MFS)

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