



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

**MATERIALS MANAGEMENT DEPARTMENT**  
**(MFS DIVISION)**

**SPECIAL CONDITIONS TO ENQUIRY NO. E-3403069**  
**DUE ON 21.08.2010**

Sealed quotations are invited in Two Part Bid System for procurement OF FAN LESS ,NATURAL TYPE COOLING TOWER. ( Details as per Annexure enclosed )

The offer should be submitted in Two Parts (Two separate sealed envelopes superscribed with Part No. given below, Enquiry No. E-3403069 Due Date: 21.08.2010 on the envelope) on or before the due date of opening i.e. 21.08.2010.

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|-----|-----------|---|--|
| (a) | Part – I  | : | Technical, Commercial & General Terms “other than Price” |
| (b) | Part – II | : | Only Price   |
- 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.
  - 3.0 For detailed **Description of material to be procured refer Enquiry Sheet and Annexure – 1 enclosed** herewith. You are requested to quote as per description & specification mentioned in our Enquiry Sheet.
  - 4.0 **Pre-despatch inspection of material may be carried out at the supplier’s works by BHEL’s representative, however, final acceptance of material will be done after inspection at BHEL, Bhopal.**
  - 5.0 Vendor should **indicate separately Basic Price, Discount, 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**).
  - 6.0 BHEL shall prefer the **FIRM price** for the entire contract period. Please confirm your acceptance.
  - 7.0 Please confirm that you will furnish **Excise Duty Gate Pass** alongwith consignment enable us to avail **MODVAT benefit**.
  - 8.0 Discount offered should be fixed and constant during entire contract period.
  - 9.0 Vendor should clearly indicate **the Payment Terms - 80%Payment shall be payable on receipt of material at BHEL and balance 20% after commissioning . Please note to evaluate the offers at par, offer of the bidders shall be loaded accordingly, if lower period of credit is offered.**
  - 10.0 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.

- 11.0 **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.
- 12.0 **General Terms & Conditions** :
- 12.1 **The General Terms & Conditions for Indigenous Vendors are enclosed herewith as Annexure – 3.** 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.
- 12.2 In case of any contradiction between Special Terms & Conditions and General Terms & Conditions, the decision of BHEL shall be final.
- 13.0 **All the new vendors, who are not registered with BHEL, Bhopal or Registered Vendor but “Inactive” / “Under Hold” as per BHEL’s records should fill up the enlistment / registration booklet, which can be downloaded from our website < [www.bhel.com](http://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](http://www.bhelbhopal.com) > attached alongwith this *Press Tender Enquiry*.**
- 14.0 **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.**
- 15.0 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-3403069 Due on 21.08.2010.** 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. 21.08.2010.** 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.
- 16.0 The quotations should be valid for a minimum period of **120 days** from the date of Techno-Commercial Bid opening.
- 17.0 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.

18.0 Vendor should give **clause by clause acceptance to all the above paragraphs and points mentioned in Annexure – 2 specifically**. In case of any deviation the same may please be brought separately. BHEL reserves the right to accept or reject the deviations.

19.0 **In case of any discrepancy BHEL's decision shall be final and binding.**

20.0 **In case of any queries, please contact undersigned before tender opening.**

**Vendor has 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.**

**PIYUSH JAIN**

**SR.DGM (MM – MFS)**

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