



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

Bharat Heavy Electricals Limited, Bhopal

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SPECIAL CONDITIONS TO ENQUIRY NO. E - 3193186 DUE ON 09.03.10

1.0 Sealed quotations are invited in Two Part Bid System for procurement of 200 MT Calcium Carbide as per IS: 1040, Grade "B", Size: 25 - 50 mm - for details refer Enquiry Sheet , Checklist and Annexure - 1 to Annexure - 6 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-3193186
Last date for downloading Tender Documents	: 08.03.10
Last date of submitting Quotations	: 09.03.10 (till 11.00 am)
Due date of Tender Opening	: 09.03.10 (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. Offer to be submitted strictly in two bid system only and the **offer submitted in single bid will not be considered**. Deviation if any should be brought out clearly in Techno-commercial bid - Part: 1.
- 4.0 Vendors should take note that tentative distribution of quantity between **L-1 (Lowest Bidder) and L-2 bidder** will be in the ratio of **70 : 30** respectively, limited by their capacity to supply and Subject to agreeing the rates finalized with **L-1 bidder**.
- 5.0 Vendors should clearly indicate that the rates offered by them in Price Bid (Part - II) are applicable for part quantity also.
- 6.0 Purchase Order(s) quantity shall be distributed taking into consideration packing limitation and capacity of trucks (9 MT / 15 MT etc.)
- 7.0 Vendors should indicate separately Basic Price, Excise Duty & Education Cess, Sales Tax (CST or VAT) or any other factor affecting price in their quotation (in Price bid only). **Entry Tax as applicable shall be paid by BHEL and shall be loaded in the price quoted by vendors for deriving Landing Cost (at BHEL, Bhopal).** **Discount offered**, if any, should be fixed and constant during entire contract period.

- 8.0 Vendor should clearly indicate their acceptance to BHEL's Standard Payment Terms i.e. "100% after receipt and acceptance of material within 90 days". *Please note that to evaluate the offers at par, offer of the bidders shall be loaded accordingly, if lower period of credit is offered.*
- 9.0 BHEL requires quoted price to be **FIRM for the entire contract period** and shall be furnished in the Price Bid (Part - II) format only attached herewith as **Annexure: 6**.
- 10.0 Please confirm the **supply location** from where despatches will take place.
- 11.0 BHEL needs supply of Calcium Carbide on **F.O.R. Destination (BHEL, Bhopal) basis only through supplier's approved transporters**.
- 12.0 Please furnish the **Transportation Cost / Freight Rates from the supply point to BHEL, Bhopal (in Price Bid only)**.
- 13.0 **Transportation Charges should remain FIRM for the entire contract period.**
- 14.0 **Quantity received & accepted at BHEL, Bhopal shall only be considered final and this quantity shall only be taken for payment purposes.**
- 15.0 **Liquidated Damages / Penalty Clause** :
- Please refer to **Para 20.a & 20.b** of Annexure: 4 - "General Terms & Conditions for Purchase Order" attached herewith the Enquiry.
- 16.0 **Delivery is the essence of the contract. You are requested to confirm delivery schedule accordingly.**
- 17.0 **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.**
- 18.0 **General Terms & Conditions** :
- 18.1 **The General Terms & Conditions of Enquiry & Purchase order for Vendors are enclosed herewith as **Annexure - 3 & 4 resp.** Vendors have to confirm their acceptance / non-acceptance specifically clause-wise. If nothing is written about it, it will be presumed that they have agreed to all the conditions therein.**
- 18.2 In case of any contradiction between Special Terms & Conditions and General Terms & Conditions, ***Special Terms & Conditions shall prevail.***
- 19.0 **All the new vendors, who are not registered with BHEL, Bhopal or Registered Vendor but "Inactive" as per BHEL's records should submit duly filled up Registration Form enclosed here with as **Annexure - 5** along with all the statutory documents required therein.**
- 20.0 Based on the filled up Registration Form, BHEL shall assess the new / inactive 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.
- 21.0 The quotations should be valid for a minimum period of **90 days** from the date of Techno - commercial Bid opening.

- 22.0 Late / Delayed offers are not acceptable by BHEL. Hence, please ensure to submit the quotation well in time.
- 23.0 Offer of Vendor(s) "DELISTED" or "BANNED" with BHEL shall not be considered.
- 24.0 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.
- 25.0 Vendor should give **clause by clause acceptance to all the above paragraphs and points mentioned in Annexure : 1 ~ 4 specifically**. In case of any deviation the same may please be brought out separately. BHEL reserves the right to accept or reject the deviations.
- 26.0 In case of any queries, please contact undersigned before tender opening.

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.

(SHAHID SHOEB)
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