

ANNEXURE-D
SPECIAL TERMS AND CONDITIONS

Enq.No: BAP/PUR/UTY/Industrial Oxygen Gas/19
Dt: 14.08.2013

FOR SUPPLY OF INDUSTRIAL OXYGEN GAS IN SUPPLIER'S OWN CYLINDERS CONFIRMING TO IS309/92

NOTE:

The conditions laid down are our requirements, which are to be fulfilled for entering into an annual rate contract from Sept 2013 to March 2014

Special Terms & Conditions:

1). This is enquiry is for the purpose of entering into a rate contract for requirement of Industrial Oxygen Gas in Supplier's own cylinders confirming to IS:309/92 including Loading, Unloading and Transporting to BHEL-Ranipet.

2). The required quantity tentatively on monthly basis is as follows:

Month	Quantity in Cum (Estimated)	Cylinders in Nos. (Estimated)
September-2013	14000	2000
October-2013	15000	2143
November-2013	15000	2143
December-2013	15000	2143
January-2014	15000	2143
February-2014	16000	2286
March 2014	20000	2857

3). No minimum quantities are guaranteed to any vendor.

4). This is a Rate Contract for Annual requirement.

5). Offers shall be submitted in two part bid basis i.e., Techno-Commercial Bid & Price Bid in Two separate sealed covers superscribing the Enquiry No. & Date over the covers and should reach us on or before the tender due date by 14:00 Hrs.

6) The quoted prices shall be on Free Delivery to BHEL Stores at Ranipet including Loading & Unloading of cylinders. No other delivery terms are acceptable. If any other delivery term is quoted, the offer will be rejected.

7).The supply should be exactly as per the technical specification indicated and strictly as per our enquiry requirement.

8). The Techno-Commercial bid only will be opened on tender due date.

- 9). Offers with insufficient details are liable for rejection.
- 10). BHEL reserves the right to accept / reject any or all offers without assigning any reasons thereof.
- 11). After freezing all the technical & commercial points, BHEL reserves the right to go in for Reverse Auction. Qualified bidders only will be allowed to participate in the Reverse Auction. Terms & Conditions are enclosed as per Annexure.
- 12). BHEL reserves the right to enter into a Rate contract with lowest price acceptable on Firm basis finalized by through Reverse Auction.
- 13). BHEL reserves the right to negotiate the L1 price or refloat the tender opened if L1 price is not the lowest acceptable price to inter-alia other reasons.
- 14). Lowest prices received against BHEL tenders need not be the technically acceptable one. Hence, merely quoting the lowest prices shall not be automatically entail the vendors for placement of order. BHEL's decision will be final in this regard.
- 15). The mode of operation for the execution of the contract shall be as follows:
 - a). Firm requirements on the monthly basis (actual required quantity) with four staggered deliveries will be communicated by way of issuing Purchase Order separately on the basis of RC.
 - b). Materials shall be supplied within the delivery period indicated in the addendum (Running PO) from the date of receipt of the Purchase Order.
 - c). Weekly delivery indicated in the PO, shall be met by sending load on every alternate day.
- 16). Vendor should provide Test Certificate along with the supplies.
- 17). Liquidated damages shall be leviable at the rate of 0.5% per week up to ceiling of 15% for delivery, beyond the agreed delivery period. This shall be specifically accepted in writing by the tenderer in the quotation.
- 18). The applicable ED & ST shall be shown separately.
- 20). Variation in statutory levies like ED, & ST during the currency of the contract can be considered but delayed deliveries will not get increased ED & CST /VAT. Other than this, the statutory levies imposed during the tenure of the contract would be considered.
- 21). BHEL may revise the Delivery Schedule/ Qty depending up on production requirement and in that case additional requirement will be informed to the supplier suitably and the vendor has to supply accordingly.

Manager / Purchase