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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

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Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division

CE: PR: 003- Rev 01

PB 2606 , Mysore Road Bangalore , 560026 INDIA

SPECIAL COMMERCIAL CONDITIONS OF CONTRACT

Reference is brought to BHEL's Instructions to Bidders (Document Ref: CE: PR: 001- Rev 01) and General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 01).

These two documents along with Special Conditions of Contract annexed to this RFQ will form an integral part of the contract as and when the RFQ culminates into a Purchase Order / Contract.

RFQ No: MGR0000283

RFQ Date: 12/11/18 ; Due Date: 05/12/18 extended up to dt: 12/12/18

Customer/Project: TANGEDCO/Ennore (2x660 MW) TPS

Item Description: Steam & Water Analysis System (SWAS) – Analysers + Sample Handling System

TYPE OF BID: ~~SINGLE PART BID / TWO PART BID /~~ THREE PART BID

Purchase Executives: Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below:

mounishg@bhel.in or kanimozhid@bhel.in

Splitting of tendered quantity to MSE vendors: The tendered quantity will /will not be split to MSE vendor/s subject to submission of relevant documents by vendors. Refer clause I of Instructions to Bidders for conditions applicable and for information on documents to be submitted.

Destination: a) For Indigenous scope of supply, items are to be directly despatched to BHEL' site office or Stores located at Ennore project site which is around 60 km. from Chennai city in Tamilnadu state. Consignee details and Road Permit, if applicable, will be issued by BHEL along with Despatch Clearance.

b) For Imported scope of supply, destination is Bangalore port. In case of shipment by sea, port of discharge will be Chennai seaport and port of delivery shall be ICD, Bangalore.

Project Benefits:

Imported scope of supply:

- DEEC / SEZ/EPCG/DFIA/ Physical Export contract: Eligible for "NIL" Basic Customs Duty.
- Project Imports: Eligible for Concessional Basic Customs Duty.
- Basic Custom duty and Cess on Basic Custom duty are reimbursable by customer.

Basic Customs Duty is NIL towards import of Main analysers and Mandatory Spares for analysers.

Terms of Delivery:

• **Indigenous scope of supply:**

Ex-works, _____ <including Packing & Forwarding charges but excluding Taxes>.
(Bidder shall indicate station of dispatch above).

• **Imported scope of supply:**

F.C.A. (for air consignments) <indicate international port of dispatch >/ C.I.F. (for sea consignments)
< ICD, Bangalore > (including Packing, Forwarding, Handling, Ancillary charges like processing of Sight Draft/ Letter of Credit, negotiation of bank documents, Export declaration, Country of Origin etc.).

Kindly indicate the approximate weight of the total imported consignment, which is required for calculating air-freight charges:
_____ (in kgs.)

Under-mentioned details shall be provided against indigenous supplies:

a. GSTIN (no.) of place of supply: _____

b. HSN (Harmonized System of Nomenclature) code: _____

Applicable tax and Rate: _____ & _____

Note.a: Please ensure the suitable packing standard to avoid damages during transit.

I. Bidders to mandatorily provide confirmation/compliance for the under-mentioned terms:

SL NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	REMARKS,if any
01	Reverse Auction	BHEL's decision for opting Reverse Auction or price-bid opening, will be intimated separately to qualified bidders after finalization of techno-commercial evaluation. In case BHEL does not resort to Reverse Auction, the price bids and price impacts (if any) shall be opened as per BHEL's standard practice. Note: Non-acceptance to participate in RA may result in non-consideration of the bid, in case BHEL decides to go for RA.	AGREE	
02	Parting of license for imported raw materials	In case of projects where Basic Custom Duty is NIL and vendor is importing any raw materials / components for the enquired item, same are eligible for Zero Customs duty. As per EXIM policy, BHEL will part the import licence with the vendors to obtain import licence by themselves and custom clear the raw materials/ components by availing zero customs duty. Hence, please furnish list of raw materials / components to be imported by you with Quantity and CIF value (for which BHEL has to share import licence). The benefit due to the above shall be passed on to BHEL and confirmed in the quotation. If there are no imported raw materials/components, same shall be confirmed in the offer.	AGREE CIF value Yes, benefit passed on to BHEL in the priced quotation. (or) We confirm that there are no imported components	
03	Delivery Period	Within <u>10</u> weeks from the date of issue of Manufacturing clearance along with approved document. However for Commissioning Spares and all types of Consumables for each unit, delivery shall be within <u>06</u> weeks from the date of accordence of manufacturing clearance by BHEL at the time of commissioning of equipment in respective unit. Delay in contractual delivery will attract Penalty as per GCC Clause no.:04.b.	AGREE weeks	
04	Terms of Payment at the time of material supply	Refer Clause "F" of Instructions to Bidder for BHEL standard Payment terms and loading factors applicable for non-compliance against payment terms: Indigenous Scope : a) Supply with Erection & Commissioning b) Supply with Erection Supervision & Commissioning c) Supply only Imported Scope : d) Supply with Erection & Commissioning e) Supply with Erection Supervision & Commissioning f) Supply only High-Sea sales : g) Supply with Erection & Commissioning h) Supply with Erection Supervision & Commissioning i) Supply only Spares / Consumables: c) and/or f)/i) depending upon the scope	AGREE	

II. Bidder to note that Deviations shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/deviation, offer shall be liable for rejection:

- (1) **Submission of documents post PO viz., drawings /data sheet etc. as indicated in Cl: 04 of GCC:** Within 02 weeks from the date of receipt of Purchase Order. Delay in submission of complete set of specified documents in NIT, will attract Penalty as per GCC Clause no.:04.a.

- (2) **Validity:** The offer will be valid for a period of 120 days from the date of part-I bid opening and in case of Negotiation/ Counter-offer/Reverse Auction, price validity will apply afresh for a period of 45 days from the date of according final price by bidder (or) up to original validity period, whichever is later.
- (3) **Warranty:** 36 months from the date of dispatch of goods or 30 months from the date of commissioning of goods, whichever is earlier. However, Warranty for Commissioning Spares and all types of Consumables is applicable only for a period of 12 months from the date of dispatch of goods.
- (4) **Performance Bank Guarantee (PBG):** PBG will be applicable for a period of 36 months from the date of dispatch of goods + claim period of 03 months, for a value equal to 10% of the basic value of the purchase order.
It shall however be noted that PBG is not applicable against supply of Commissioning Spares, Mandatory Spares and all types of Consumables.
Refer Clause "H" of Instructions to Bidders. Also note that PBG should be in the format specified in Annexure VII of ITB and no deviation to this format will be allowed.
Note: In case PBG is not furnished, the 10% basic amount will be withheld from the supply invoice. This withheld amount will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.
- (5) Commissioning Spares and all Consumables are to be arranged for dispatch to each unit of project site only after receiving manufacturing clearance from BHEL which will be based on the requirement of these items at respective unit, as per commissioning schedule of the equipment at project site.
- (6) **Despatch Documents:** Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Executive/BHEL directly. Depending upon the project/customer demands, despatch documents may include one or more documents from the following: Invoice (01 original & 01 copy with original sign & seal), Lorry Receipt (L/R), Packing List, Air Way Bill (AWB)/Bill Of Lading (BOL), Copy of High Sea Sales (HSS) agreement, Country of origin certificate, NIL Short Shipment Certificate, Original Performance Bank Guarantee (directly from issuing bank to BHEL), insurance intimation letter, POD (Proof of Delivery) on L/R.
The precise list of despatch documents needed for the project will be specified in the Purchase Order.
One set of Invoice, Packing List and L/R or AWB shall be e-mailed/faxed immediately to BHEL-EDN after despatch.
- (7) **Freight Charges (for indigenous scope of supply):** Freight charges shall be to vendor's account. Vendor to quote lump sum reasonable Freight charges along with applicable tax, in priced offer.
- (8) **Evaluation criteria for tendered item/s:**
(a) ~~Item wise evaluation of tendered item.~~
(or)
(b) Evaluation of the lowest bidder will be done as a combined package and separate purchase order will be released for Main supply and Mandatory Spares supply on the finalized lowest bidder.
- (9) ~~**Integrity Pact:** Execution of Integrity Pact is applicable for this tender (Refer clause "K" of Instructions to Bidders)
Details of IEM for this tender are mentioned below:
Name: _____ Address: _____ Email: _____~~
- (10) ~~**Comprehensive Annual Maintenance Contract:**
CAMC will be applicable for a period of 04 years from the date of expiry of warranty period (or) from the date of completion of commissioning of equipment, whichever is later.~~

With this, we hereby confirm that all the terms & conditions as indicated in Instructions to Bidders (Document Ref: CE: PR: 001- Rev 01) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 01) are accepted without any deviation.

Vendor's Signature with Seal

Note.b: For EPS tenders, bidder should necessarily fill the corresponding columns of "SPECIAL COMMERCIAL CONDITIONS OF CONTRACT" in EPS portal.