

RFQ No. ANK0000162 - SPECIAL TERMS AND CONDITIONS

THIS "SPECIAL CONDITIONS OF CONTRACT" WILL FORM AN INTEGRAL PART OF THE CONTRACT AS AND WHEN THE RFQ CULMINATES INTO A PURCHASE ORDER / CONTRACT.

1. SEPARATE OFFER IN ENGLISH LANGUAGE ADDRESSED TO THE PURCHASE EXECUTIVE SHALL BE MADE FOR THIS RFQ IN TWO PARTS. BID SHALL BE SUBMITTED AS PER THE INSTRUCTION GIVEN IN DOC. REF. CAPITAL -2017(SCHEME)

NOTE:

a) PRE-QUALIFICATION CRITERIA ARE MANDATORY REQUIREMENTS AND WILL BE CARRIED OUT BASED ON THE DETAILS FURNISHED BY THE VENDOR/FEEDBACK FROM THEIR CUSTOMERS AND INSPECTION OF THE COMPANY/PRODUCTS, IF REQUIRED BY BHEL AT ITS SOLE DISCRETION.

b) THE PRE-QUALIFICATION CRITERIA ARE MANDATORY REQUIREMENTS.

2. VENDOR HAS TO SEAL & SIGN EACH AND EVERY PAGE/DOCUMENT OF THE RFQ.
3. VENDOR IS ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS, DOCUMENT CAPITAL-2017 SCHEME ENCLOSED WITH THIS RFQ. VENDOR HAS TO CONFORM TO ALL THE CLAUSES LISTED IN THE COMMERCIAL TERMS (ANNEXURE B FOR INDIGENOUS VENDORS AND ANNEXURE A FOR FOREIGN VENDORS) OF CAPITAL-2017 SCHEME. DEVIATIONS, IF ANY, TO BE HIGHLIGHTED AND BROUGHT OUT CLEARLY IN THE TECHNO-COMMERCIAL BID.
4. EARNEST MONEY DEPOSIT (EMD) OF RS. 2,00,000.00 (TWO LAKHS ONLY) IS MANDATORY AND TO BE SUBMITTED ALONGWITH THE TECHNO-COMMERCIAL BID. PLEASE REFER CLAUSE NO. 10 OF PAGE NO. 03 OF CAPITAL 2017 SCHEME. EMD SHALL BE SENT EITHER BY PAY ORDER / DEMAND DRAFT IN FAVOUR OF M/S BHARAT HEAVY ELECTRICALS LTD, ELECTRONICS DIVISION, BANGALORE - 560026 . IN CASE OF FOREIGN BIDDER E-PAYMENT MAY ALSO BE MADE AS EMD , DETAILS SHALL BE OBTAINED FROM PURCHASE EXECUTIVE MS. ANKITA REJA / MS. V M KALYANI / AT EMAIL: ankitareja@bhel.in / manikya.kalyani@bhel.in AND CONTACT NO: +91-80-25146134 / 167. **OFFERS WITHOUT VALID EMD WILL BE REJECTED.**
5. **QUOTATIONS SHOULD BE SENT TO:**
BHEL-ESD, PLOT NO. #98, ELECTRONIC CITY PHASE 1, HOSUR ROAD, BANGALORE-560100.
6. WARRANTY: 30 MONTHS FROM THE DATE OF SUPPLY OR 24 MONTHS FROM THE DATE OF SUCCESSFUL COMMISSIONING WHICHEVER IS EARLIER.
7. DELIVERY PERIOD SHALL BE 20 WEEKS FROM THE DATE OF PURCHASE ORDER.
8. ADVANCE PAYMENT: BIDS SEEKING ADVANCE PAYMENT SHALL BE LIABLE FOR REJECTION.
9. PAYMENT TERMS AGAINST PROFORMA INVOICE ARE NOT ACCEPTABLE. HENCE, THE RELEVANT POINT IN A(ii) PAGE NO. 12 OF CAPITAL 2017 ARE NOT APPLICABLE FOR THIS RFQ.
10. DELIVERY TERMS-FOB INTERNATIONAL SEAPORT (IF APPLICABLE) MAY PLEASE BE CONSIDERED AS CIF ICD BANGALORE.
11. TERMS MENTIONED IN THIS RFQ WILL BE TREATED AS FINAL IN CASE OF ANY AMBIGUITY.
12. PLEASE FURNISH SPECIFIC DETAILS OF YOUR COMPANY PERFORMANCE AS PER ANNEXURE-I (A. CAPACITY DETAILS; B. PERFORMANCE OF SUPPLIES TO BHEL).
13. CONTRACT EXECUTION BANK GUARANTEE TO BE SUBMITTED (PLEASE REFER CLAUSE 19 ON PAGE NO. 7 OF CAPITAL 2017).
14. INSTALLATION AND COMMISSIONING CHARGES SHOULD BE QUOTED AS 10% OF VALUE OF THE EQUIPMENT.

15. PLEASE FIND ENCLOSED A COPY OF INTEGRITY PACT AGREEMENT. THE SAME HAS TO BE FILLED AND SIGNED BY AUTHORIZED SIGNATORY WHO SIGNS THE BID AND TO BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL (PART-1 BID) OFFER. ONLY THOSE VENDOR/BIDDERS WHO HAVE ENTERED INTO SUCH AN IP WITH BHEL WOULD BE COMPETENT TO PARTICIPATE IN THE BIDDING. IN OTHER WORDS, ENTERING INTO THIS PACT WOULD BE PRELIMINARY QUALIFICATION.

16. PLEASE QUOTE PRICE BID AS PER PRICE BID FORMAT ENCLOSED.

17. PLEASE SUBMIT UNPRICED BID (COPY OF PRICE BID AFTER HIDING PRICE) ALONG WITH TECHNICAL BID.

18. ANY DEVIATIONS FROM OR ADDITIONS TO THE "GENERAL CONDITIONS OF CONTRACT" OR "SPECIAL TERMS AND CONDITIONS" REQUIRE BHEL'S EXPRESS WRITTEN CONSENT. THE GENERAL TERMS OF BUSINESS OR SALE OF THE BIDDER SHALL NOT APPLY TO THIS TENDER.

19. NON ACCEPTANCE / DEVIATIONS IF ANY TO THE TERMS AND CONDITIONS OF THE RFQ SHALL BE CLEARLY AND EXPLICITLY MENTIONED IN THE OFFER, OTHERWISE IT WILL BE TREATED THAT ALL THE TERMS AND CONDITIONS OF THE RFQ ARE ACCEPTED BY THE BIDDER IN TOTAL.

20. ARBITRATION & CONCILIATION CLAUSE:

THE PARTIES SHALL ATTEMPT TO SETTLE ANY DISPUTES OR DIFFERENCE ARISING OUT OF THE FORMATION, BREACH, TERMINATION, VALIDITY OR EXECUTION OF THE CONTRACT; OR, THE RESPECTIVE RIGHTS AND LIABILITIES OF THE PARTIES; OR, IN RELATION TO INTERPRETATION OF ANY PROVISION OF THE CONTRACT; OR, IN ANY MANNER TOUCHING UPON THE CONTRACT, OR IN CONNECTION WITH THIS CONTRACT THROUGH FRIENDLY DISCUSSIONS. IN CASE NO AMICABLE SETTLEMENT CAN BE REACHED BETWEEN THE PARTIES THROUGH SUCH DISCUSSIONS, IN RESPECT OF ANY DISPUTE; THEN, EITHER PARTY MAY, BY A NOTICE IN WRITING TO THE OTHER PARTY REFER SUCH DISPUTE OR DIFFERENCE TO THE SOLE ARBITRATION OF AN ARBITRATOR APPOINTED BY HEAD OF THE BHEL -EDN. SUCH SOLE ARBITRATOR APPOINTED, SHALL CONDUCT THE ARBITRATION IN ENGLISH LANGUAGE.

THE ARBITRATOR SHALL PASS A REASONED AWARD AND THE AWARD OF THE ARBITRATION SHALL BE FINAL AND BINDING UPON THE PARTIES.

SUBJECT AS AFORESAID, THE PROVISIONS OF ARBITRATION AND CONCILIATION ACT 1996 (INDIA) OR STATUTORY MODIFICATIONS OR RE-ENACTMENTS THEREOF AND THE RULES MADE THEREUNDER AND FOR THE TIME BEING IN FORCE SHALL APPLY TO THE ARBITRATION PROCEEDINGS UNDER THIS CLAUSE. THE SEAT OF ARBITRATION SHALL BE BANGALORE.

THE COST OF ARBITRATION SHALL BE BORNE AS DECIDED BY THE ARBITRATOR UPON HIM ENTERING THE REFERENCE.

SUBJECT TO THE ARBITRATION CLAUSE AS ABOVE, THE COURTS AT BANGALORE ALONE SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT.

NOTWITHSTANDING THE EXISTENCE OR ANY DISPUTE OR DIFFERENCES AND/OR REFERENCE FOR THE ARBITRATION, THE PARTIES SHALL PROCEED WITH AND CONTINUE WITHOUT HINDRANCE THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT WITH DUE DILIGENCE AND EFFICIENCY IN A PROFESSIONAL MANNER EXCEPT WHERE THE CONTRACT HAS BEEN TERMINATED BY EITHER PARTY IN TERMS OF THIS CONTRACT.

21. THE BIDDER SHALL SIGN AN "INTEGRITY PACT" IN THE FORMATS ENCLOSED.

(A) IP IS A TOOL TO ENSURE THAT ACTIVITIES AND TRANSACTIONS BETWEEN THE COMPANY AND ITS BIDDERS/ CONTRACTORS ARE HANDLED IN A FAIR, TRANSPARENT AND CORRUPTION FREE MANNER. A PANEL OF INDEPENDENT EXTERNAL MONITORS (IEMS) HAVE BEEN APPOINTED TO OVERSEE IMPLEMENTATION OF IP IN BHEL. THE

IP AS ENCLOSED WITH THE TENDER IS TO BE SUBMITTED (DULY SIGNED BY AUTHORIZED SIGNATORY WHO SIGNS IN THE OFFER) ALONG WITH TECHNO-COMMERCIAL BID. ONLY THOSE BIDDERS WHO HAVE ENTERED INTO SUCH AN IP WITH BHEL WOULD BE COMPETENT TO PARTICIPATE IN THE BIDDING. IN OTHER WORDS, ENTERING INTO THIS PACT WOULD BE A PRELIMINARY QUALIFICATION.

(B) PLEASE REFER SECTION-8 OF IP FOR ROLE AND RESPONSIBILITIES OF IEMS. IN CASE OF ANY COMPLAINT ARISING OUT OF THE TENDERING PROCESS, THE MATTER MAY BE REFERRED TO THE IEM MENTIONED IN THE TENDER.

NOTE:NO ROUTINE CORRESPONDENCE SHALL BE ADDRESSED TO THE IEM (PHONE/ POST/ EMAIL) REGARDING THE CLARIFICATIONS, TIME EXTENSIONS OR ANY OTHER ADMINISTRATIVE QUERIES, ETC ON THE TENDER ISSUED. ALL SUCH CLARIFICATION/ ISSUES SHALL BE ADDRESSED DIRECTLY TO THE TENDER ISSUING (PROCUREMENT) DEPARTMENT

Name and address of the Independent External Monitor for this tender	Shri D.R.S Chaudhary, IAS (Retd.) Flat No. L-202 & L-203 (1st Floor) Ansal Lake View Enclave Shamla Hills Bhopal- 462 013 Email: dilip.chaudhary@icloud.com
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