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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 02) 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 : **SAM0000299**
RFQ Date : **15/11/2019** Due Date: **11/12/2019**
Customer/Project : **MEMU, ICF CHENNAI**
Item Description : **MAIN COMPRESSOR (OIL FREE) WITH AIR DRYER & FILTER ALONGWITH MOUNTING FRAME**

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:

sarita@bhel.in, umapathi@bhel.in or ilangovan@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: Items are to be directly despatched to BHEL's Site Office or Stores located in **ICF-CHENNAI, TAMIL NADU**.

Consignee details and Road Permit, if applicable, will be issued by BHEL along with Despatch Clearance.

Project Benefits:

Imported scope of supply:

- ~~DEEC/SEZ/EPCG/DFIA/ Physical Export contract: Eligible for "NIL" Basic Customs Duty.~~
- ~~Project Imports: Supply of Main analysers for both projects are eligible for Concessional Basic Customs Duty. Merit Duty is applicable on Spares of both projects.~~
- ~~Basic Custom duty and Cess on Basic Custom duty are reimbursable by customer.~~

Terms of Delivery:

• **Indigenous scope of supply:**

Ex-works < **station of dispatch** > (including Packing & Forwarding charges but excluding Taxes & Duties).

• **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:

Under-mentioned details shall be provided against indigenous supplies and services:

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

b. HSN (Harmonized System of Nomenclature) code: _____
Applicable tax and Rate: _____ & _____

c. SAC (Service Accounting Code) no.: _____
Applicable tax and Rate: _____ & _____

d. GSTIN (no.) of place of supply of service: _____

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	For Prototype supplies:- (04 Sets):- Within 10 weeks from the date of manufacturing clearance from BHEL. For Series supplies:- (100 (Main) + 02 (spares) Sets):- Series Supply of 08 Sets per month. 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: e) 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 60 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 24 months from the date of commissioning of goods, whichever is earlier.
- (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 supplied material. 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) **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 (02 sets of original), Original 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, Warranty 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.
- (6) **Freight Charges (for indigenous scope of supply):** Freight charges shall be to vendor's account for the complete consignment upto site office. Vendor to quote reasonable Freight charges for each unit along with applicable tax in priced offer separately in the column provided in the EPS Portal. If nothing is indicated against freight charges column, then the same will be treated as "Free of Cost" for the total consignment.
- (7) **Evaluation criteria for tendered item/s:**
~~(a) Item wise evaluation of tendered item.~~
(or)
(b) Evaluation of the lowest bidder will be done on complete package basis.
- (8) **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:

1. **Name:** Shri Arun Chandra Verma, IPS(Retd)
Address:- #C1/91, Moti Bagh, Shanti Path, New delhi-110021
mail:acverma1@gmail.com
2. **Name:** Shri Virendra Bahadur Singh, IPS(Retd)
Address:- H. No. B-5/64, Vineet Khand, Gomti Nagar, Kucknow-226010
mail:vbsinghips@gmail.com

Special Note :

1. **The above filled-in document shall be furnished as part of Techno-commercial Bid without fail.**

2. Subsequent to ordering and review of documents, Initial manufacturing clearance will be issued for Prototype Only. Manufacturing clearance for balance quantities will be issued subject to successful completion & acceptance by BHEL.
3. Any additional commercial terms & conditions or deviation to stipulated BHEL Commercial terms and conditions on technical issues, if any sought by vendor should be clearly brought out in this document (Special commercial conditions if contract). Anything mentioned other than this documents shall be ignored and will not be considered for evaluation.
4. Any technical or commercial clarification for this tender can be raised immediately from the date of floating the tender. No clarification will be entertained by BHEL after the given cut-off date and time.
5. Any tender document does not prohibit any vendor to submit their offer along with the clause wise deviation from the technical specification, commercial terms and any other tender conditions. Changes in technical specification/change in scope or any other tender conditions etc. will be informed to participating bidders only.

With this, we hereby confirm that all the terms & conditions as indicated in Instructions to Bidders (Document Ref: CE: PR: 001- Rev 02) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 01) are accepted without any deviation.

Vendor's Signature with Seal