

PAYMENT TERM:-

NIT Term	Existing Term & Condition	Revised Term & Condition
<p>Payment Term:</p>	<p>“PAYMENT TERMS :80 % OF EQUIPMENT COST PLUS 100% TAXES & DUTIES AGAINST SRV WITHIN 90 DAYS AS PER NIT T&C FROM THE DATE OF RECEIPT OF MATERIAL AT BHEL. BALANCE 20% OF MATERIAL COST AND E&C CHARGES, IF APPLICABLE WILL BEPAID TO THE PARTY AFTER INSTALLATION AND COMMISSIONING OF THE EQUIPMENT AT BHEL VARANASI ANDSUBMISSION OF PBG (PERFORMANCE BANK GUARANTEE).”</p>	<p>PAYMENT TERMS :80 % OF SUPPLY VALUE SHALL BE PAID AGAINST SRV AS PER NIT T&C FROM THE DATE OF RECEIPT OF MATERIAL AT BHEL. BALANCE 20% OF SUPPLY AND 100% OF E&C PORTION OF PO VALUE SHALL BE PAID ON ISSUE OF INSTALLATION CERTIFICATE. PAYMENT OF INSTALLATION VALUE SHALL BE MADE AGAINST INSTALLATION CERTIFICATE ISSUED BY BHEL. INSTALLATION CERTIFICATE SHALL BE ISSUED ON SATISFACTORY COMPLETION OF ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, TRAINING TO OPERATORS ETC. AS ENVISAGED IN PO AND SUBMISSION OF PBG (PERFORMANCE BANK GUARANTEE).</p> <p>PAYMENT AS ABOVE WILL BE MADE AS PER BELOW CATEGORIES: -</p> <ul style="list-style-type: none"> i. FOR MSEs VENDORS: 80% PAYMENT WITHIN 45 DAYS OF SRV AND SUBMISSION OF BILL. ii. FOR MEDIUM VENDORS: 80% PAYMENT WITHIN 60 DAYS OF SRV AND SUBMISSION OF BILL iii. FOR NON-MSEs SUPPLIERS: 80% PAYMENT WITHIN 90 DAYS OF SRV AND SUBMISSION OF BILL. <p>BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: -</p> <p>PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS.</p> <p>PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS:</p> <ul style="list-style-type: none"> (A)PAYMENT OF GST AMOUNT INTO GOVT.ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL. (B)FILING OF GST RETURN WITHIN SCHEDULED DATE. (C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC ON GSTN PORTAL. <p>NOTE: ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE. UNDER ALL CIRCUMSTANCES, CEBG SHALL BE KEPT VALID, TILL THE PBG BECOMES OPERATIONAL.</p>

VALUE OF E&C: -

NIT Term	Existing Term & Condition	Revised Term & Condition
Value of E&C:	Nil	VALUE OF E&C WILL BE MINIMUM 5%.

CONTRACT EXECUTION BANK GUARANTEE (CEBG):

NIT Term	Existing Term & Condition	Revised Term & Condition
<p>Contract Execution Bank Guarantee:</p>	<p>Nil</p>	<p>THE CEBG SHALL BE FOR THE DUE AND FAITHFUL PERFORMANCE OF THE CONTRACT AND SHALL REMAIN BINDING NOT WITHSTANDING SUCH VARIATIONS, ALTERNATIONS OR EXTENSIONS OF TIME AS MAY BE MADE, GIVEN, CONCEDED OR AGREED TO BETWEEN THE SUPPLIER / VENDOR AND BHEL UNDER THESE TERMS & CONDITIONS OR OTHERWISE.</p> <p>THE CEBG FURNISHED BY THE TENDERER WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT FINALLY CONCLUDED BETWEEN THE PARTIES AND THE BHEL WILL NOT BE LIABLE FOR PAYMENT OF ANY INTEREST ON THECEBG OR ANY DEPRECIATION THEREOF</p> <p>THE SUCSESFUL VENDOR SHALL HAVE TO FURNISH A CONTRACT EXECUTION BANK GUARANTEE(CEBG) FOR 10% (TEN PERCENT) OF THE TOTAL PO VALUE IN THE PRESCRIBED FORMAT WITHIN 30 DAYS FROM THE DATE OF PO BUT BEFORE LC OPENING. CEBG SHALL BE FROM THE ONE OF THE CONSORTIUM BANKS OF BHEL OR FROM A REPUTED BANK AND CONFIRMED BY ANY CONSORTIUM BANKS OF BHEL. ALL BANK CHARGES ON ACCOUNT OF ISSUANCE AND CONFIRMATION OF CEBG WHETHER INCURRED IN INDIA OR OUTSIDE INDIA WILL HAVE TO BE BORNE BY THE VENDOR.</p> <p>CEBG SHALL BE KEPT VALID UNTIL 30 DAYS AFTER THE DATE OF INSTALLATION CERTIFICATE, WHICH WILL BE ISUUED ON COMPLETION OF INSTALLATION OF EQUIPMENT WHICH INCLUDES ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, TRAINING TO OPERATORS ETC. AS PRESCRIBED IN PO. UNDER ALL CIRCUMSTANCES, CEBG SHALL BE KEPT VALID, TILL THE PBG BECOMES OPERATIONAL.</p> <p>IF THE SUPPLIER FAILS TO SUBMIT THE CEBG EVEN WITHIN 60 DAYS FROM THE DATE OF PO, BHEL RESERVES THE RIGHT TO CANCEL THE PO AND FORFEIT EMD GIVEN BY THE SUPPLIER. IN ADDITION, IN SUCH CASE, ACTION WILL BE INITIATED IN LINE WITH EXTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS.</p> <p>NOTE: IN CASE OF NON SUBMISSION OF CEBG WITHIN TWO MONTHS, BHEL SHALL CHARGE @ 1.5% PER MONTH ON THE CEBG AMOUNT FOR THE DELAYED PERIOD PORTION BEYOND 2 MONTHS AND DEDUCT THE SAME IN THE FINAL BILL.</p> <p>THE CEBG SHOULD BE FURNISHED AS PER PROFORMA ENCLOSED IN ANNEXURE-BG. THE CEBG SHALL BE IN THE CURRENCY OF THE PURCHASE ORDER. THE CEBG SHALL BE REFUNDED / BANK GUARANTEE RELEASED ON APPLICATION BY CONTRACTOR AFTER COMMISSIONING OF THE EQUIPMENT AND AFTER IT HAS DISCHARGED ALL HIS OBLIGATIONS UNDER THE CONTRACT AND PRODUCED A CERTIFICATE FROM BHEL, CERTIFYING DUE COMPLETION OF THE WORK AND SUBMITTED A 'NO DEMAND CERTIFICATE'.</p>

PERFORMANCE BANK GUARANTEE (PBG):

NIT Term	Existing Term & Condition	Revised Term & Condition
Performance Bank Guarantee (PBG):	<p>THE VENDOR IS REQUIRED TO SUBMIT A PERFORMANCE BANK GUARANTEE ON THE PRESCRIBED BHEL FORMAT ANNEXURE-PBG FROM ANY OF THE CONSORTIUM BANKS OF BHEL EQUAL TO THE VALUE OF 3% (THREE PERCENT) OF THE TOTAL ORDER VALUE VALID FOR 60 DAYS BEYOND THE AGREED WARRANTY / GUARANTEE PERIOD. THE PBG CONFIRMATION CHARGES IS TO BE BORNE BY VENDOR.</p> <p>PERFORMANCE BANK GUARANTEE OF FOREIGN SUPPLIERS SHOULD BE CONFIRMED BY OUR CONSORTIUM BANK IN INDIA AND ARE PAYABLE IN INDIA.</p> <p>PERFORMANCE BANK GUARANTEE SHALL BE RELEASED ON APPLICATION BY THE CONTRACTOR AFTER COMMISSIONING OF THE EQUIPMENT AND AFTER HE HAS DISCHARGED ALL HIS OBLIGATIONS UNDER THE CONTRACT AND PRODUCED A CERTIFICATE FROM BHEL, CERTIFYING DUE COMPLETION OF THE WORK.</p>	<p>THE VENDOR IS REQUIRED TO SUBMIT A PERFORMANCE BANK GUARANTEE ON THE PRESCRIBED BHEL FORMAT ANNEXURE-PBG FROM ANY OF THE CONSORTIUM BANKS OF BHEL EQUAL TO THE VALUE OF 10% (TEN PERCENT) OF THE TOTAL ORDER VALUE VALID FOR 60 DAYS BEYOND THE AGREED WARRANTY / GUARANTEE PERIOD. THE PBG CONFIRMATION CHARGES IS TO BE BORNE BY VENDOR.</p> <p>PERFORMANCE BANK GUARANTEE SHALL BE RELEASED ON APPLICATION BY THE CONTRACTOR AFTER COMMISSIONING OF THE EQUIPMENT AND AFTER HE HAS DISCHARGED ALL HIS OBLIGATIONS UNDER THE CONTRACT AND PRODUCED A CERTIFICATE FROM BHEL, CERTIFYING DUE COMPLETION OF THE WORK.</p>

DETAILS ON CAPACITY /SUPPLY AND E&C- PERFORMANCE OF THE VENDOR:

NIT Term	Existing Term & Condition	Revised Term & Condition
<p>Details on Capacity /Supply And E&C- Performance Of The Vendor:</p>	<p>Nil</p>	<p>THE FOLLOWING DETAILS SHALL BE FILLED BY THE VENDOR IN THE ANNEXURE I OF THIS TENDER (ATTACHED WITH THIS TENDER) AND SUBMITTED ALONG WITH TECHNICAL BID (PART-I) :</p> <p>(A) CAPACITY DETAILS IN PART (A) ARE ABOUT THE MANUFACTURING CAPACITY (MAJOR MACHINE: CATEGORY-WISE & NUMBER-WISE), NO. OF MACHINES SUPPLIED DURING LAST 5 YEARS, OUTSTANDING ORDER BOOK POSITION, LIQUIDATION PLAN OF ALL MACHINES INCLUDING BHEL MACHINES UNDER CONSIDERATION FOR ORDERING. WHEREVER POSSIBLE, EFFORTS ARE TO BE MADE TO CONTACT SOME OF THE REFERENCES OF PAST SUPPLIES GIVEN.</p> <p>(B) THE PERFORMANCE DETAILS OF SUPPLIES TO BHEL IS SOUGHT IN PART (B) FOR THE POS PLACED BY BHEL WHICH CAN BE VERIFIED; HENCE SUBMISSION OF THESE INFORMATION BY VENDORS IS MANDATORY. BHEL WILL RESERVE THE RIGHT TO REJECT THE OFFER, IF PAST PERFORMANCE OF THE BIDDER IS EVALUATED TO BE UNSATISFACTORY AND / OR FALSE INFORMATION IS GIVEN BY THE BIDDER.</p> <p>THE ACTUAL / LIKELY SUPPLY AND E&C PERIOD VIS-À-VIS SCHEDULED SUPPLY AND E&C PERIOD (DELAY FOR REASONS ATTRIBUTABLE TO VENDOR ONLY TO BE CONSIDERED) SHALL BE CONSIDERED FOR ALL THE MACHINES AGAINST THE POS PLACED BY BHEL DURING LAST 5 YEARS (LIMITED TO 5 LATEST EXECUTED POS) AND ALL POS OVERDUE FOR SUPPLY AND/OR E&C.</p> <p>FOR PURPOSE OF CALCULATION OF DELIVERY INDEX IN CASE OF OVERDUE POS, THE DELAY PERIOD FOR SUPPLY AND/OR E&C WILL BE RECKONED FROM THE DATE OF BID OPENING OF THE TENDER UNDER EVALUATION. IN CASE OF TWO-PART BID, PART-I (I.E TECHNO-COMMERCIAL BID) SHALL BE CONSIDERED AS DATE OF BID OPENING. EARLY SUPPLY AND/OR E&C VIS-À-VIS SCHEDULED DATES WILL NOT BE ENTITLED FOR ANY CONSIDERATION FOR CALCULATION OF DELIVERY INDEX. DELAY IN E&C SHALL BE APPLICABLE ONLY IN SUCH CASES WHERE E&C PERIOD HAS BEEN MENTIONED IN THE PO.</p> <p>IN CASE A PO INCLUDES MORE THAN ONE MACHINE, THEN ALL THE MACHINES OF THE PO SHALL BE CONSIDERED FOR CALCULATION OF DELIVERY INDEX.</p> <p>ILLUSTRATION FOR CALCULATION OF DELIVERY INDEX:</p> $\text{DELIVERY INDEX} = \frac{\sum_{I=1}^N ((\Delta X_I + \Delta Y_I))}{(X_I + Y_I)} \cdot \frac{1}{N}$ <p>I = NO. OF MACHINES; WHERE, I = 1..... TO N (N = NO. OF M/CS.) X_I = SCHEDULED DELIVERY (NO. OF DAYS) ΔX_I = SUPPLY DELAY (NO. OF DAYS) Y_I = SCHEDULED E&C (NO. OF DAYS) ΔY_I = E&C DELAY (NO. OF DAYS)</p> <p>IF DELIVERY INDEX OF ANY BIDDER IS ≥ 0.20, THEN THE PARTICULAR OFFER SHALL BECOME LIABLE FOR REJECTION. HOWEVER, BHEL RESERVES THE RIGHT TO ACCEPT OFFERS WITH DELIVERY INDEX ≥ 0.20 AGAINST JUSTIFIED REASONS.</p>

LD/PENALTY:

NIT Term	Existing Term & Condition	Revised Term & Condition
<p>LD/Penalty:</p>	<p>SUBJECT TO FORCE MAJEURE CONDITIONS, FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK OR PART THEREOF SUBJECT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE EXCLUDING TAXES & DUTIES. NO GRACE PERIOD SHALL BE GIVEN. FURTHER, IN CASE OF LD RECOVERY, THE APPLICABLE GST SHALL ALSO BE RECOVERABLE FROM THE SUPPLIERS.</p>	<p>LIQUIDATED DAMAGES (LD):</p> <ol style="list-style-type: none"> 1. TIME IS THE ESSENCE OF THE CONTRACT. THE ORDERED ITEMS SHALL BE DELIVERED AND COMMISSIONED AS PER THE DELIVERY PERIOD MENTIONED IN THE PURCHASE ORDER. 2. FAILURE TO SUPPLY AND/OR COMPLETION OF E&C WITHIN THE DELIVERY TIME AS PER PURCHASE ORDER WILL MAKE THE VENDOR LIABLE TO AN UNCONDITIONAL PENALTY. 3. THE PERIOD FOR CALCULATING DELAY IN SUPPLY FOR PURPOSE OF LD CALCULATION SHALL BE AS UNDER: LD FOR DELAYED SUPPLY SHALL BE CALCULATED FROM THE SCHEDULED DELIVERY DATE AS PER PO TO THE DATE OF RECEIPT OF MACHINE AT BHEL HERP STORES i.e. SRV Date. 4. THE PERIOD FOR CALCULATING E&C DELAY FOR LD CALCULATION SHALL BE AS UNDER: LD FOR DELAYED E & C SHALL BE CALCULATED FROM THE SCHEDULED COMMISSIONING DATE AS PER PO (i.e. WITHIN 60 DAYS OF RECEIPT OF INTIMATION FROM BHEL FOR SITE READINESS) TO DATE OF COMMISSIONING CERTIFICATE. <p>APPLICABLE PENALTY: -</p> <p>FOR THE PURPOSE OF PENALTY, FOR DELAY IN E&C OF THE EQUIPMENT THE DURATION WILL BE RECKONED FROM THE DATE OF INTIMATION BY BHEL TO VENDOR FOR READINESS OF SITE.</p> <p>PENALTY ON DELAY IN 'SUPPLY' AND/OR 'E&C' WILL BE APPLICABLE TO THE DELAYS ATTRIBUTED TO VENDOR. PENALTY WILL BE CONSIDERED SEPARATELY FOR 'SUPPLY' AND 'E&C'.</p> <p>THE RATE OF PENALTY FOR DELAYED SUPPLY SHALL BE @ 0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY + E&C) IN SUPPLY SUBJECT TO A MAXIMUM OF 10% OF TOTAL PO VALUE (SUPPLY + E&C).</p> <p>THE RATE OF PENALTY FOR DELAYED E&C SHALL BE @ 0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY E&C) IN E&C SUBJECT TO A MAXIMUM OF 10% OF TOTAL PO VALUE (SUPPLY + E&C).</p> <p>MAXIMUM PENALTY FOR DELAY IN SUPPLY AND E&C TOGETHER SHALL BE LIMITED TO 15% OF TOTAL PO VALUE (SUPPLY + E&C).</p>

		<p>GENERAL: -</p> <p>IN CASE, ANY SHORTAGE IS NOTICED VIZ-A-VIZ PO REQUIREMENT IN THE MAIN EQUIPMENT / SPARES, SUCH SHORTAGES SHALL BE REPLENISHED BY SUPPLIER ON FOR DESTINATION BASIS WITHOUT ANY COST IMPLICATION TO BHEL I.E. TAXES AND FREIGHT CHARGES ETC. UP TO DESTINATION FOR SUCH SHORT SUPPLIES SHALL BE BORNE BY THE SUPPLIER.</p> <p>SUPPLY PERIOD INDICATED BY BIDDER SHOULD INCLUDE REASONABLE TIME REQUIRED FOR APPROVAL OF DRAWINGS AND OTHER INPUTS FROM BHEL.</p> <p>VENDORS ARE REQUESTED TO QUOTE FOR THIS TENDER. ANY INTIMATION REGARDING CHANGES IN TECHNICAL OR COMMERCIAL, DURING TENDER EVALUATION, WILL BE INTIMATED ONLY TO THE VENDORS WHO HAVE PARTICIPATED IN THIS TENDER.</p>
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Technical Term point no 4.3 as per Annexure-A:

NIT Term	Existing Term & Condition			Revised Term & Condition		
Technical Term as per Annexure-A	4.3	MANUAL DETACHABLE UNIVERSAL MILLING HEAD FOR ROTATION AROUND AXIS		4.3	AUTOMATIC PROGRAMMABLE DETACHABLE UNIVERSAL MILLING HEAD FOR ROTATION AROUND A AXIS (+/- 180 DEG) & C AXIS (+/- 180 DEG)	
	4.3.1	Speed Range	Vendor to specify	4.3.1	Speed Range	upto 1500 RPM
	4.3.2	Peed Ratio	Vendor to specify	4.3.2	Tilting Range of C-axis	Vendor to specify
	4.3.3	Spindle taper	Vendor to specify	4.3.3	Spindle taper	Vendor to specify
	4.3.4	Traverse Range of A-axis	Vendor to inform	4.3.4	Tilting Range of A-axis	Vendor to specify
	4.3.5	Weight of the head	Vendor to inform	4.3.5	Weight of the head	Vendor to inform
	4.3.6	Coolant system: External coolant facility with requisite flexible pipes on its snout is to be provided.	Vendor to confirm	4.3.6	Spindle taper (DIN 69871)	BT-50
	4.3.7	Catalog showing mounting details of the Head to be provided along with offer.	Vendor to submit	4.3.7	Coolant system: External coolant facility with requisite flexible pipes on its snout is to be provided.	Vendor to confirm
				4.3.8	Catalog showing mounting details of the Head to be provided along with offer.	Vendor to submit

Delivery Schedule as per Point no 16.1 of Annexure-A:

NIT Term	Existing Term & Condition		Revised Term & Condition	
Delivery Schedule as per Annexure-A	16.1	Delivery Schedule- 10 months from the placement of purchase order.	16.1	Delivery Schedule-
		10 months from the placement of purchase order for first machine. 12 months from the placement of purchase order for Second machine.		

PQR as per Annexure-B Point no 1:

NIT Term	Existing Term & Condition		Revised Term & Condition	
PQR as per Annexure-B	1	WORK EXPERIENCE	1	WORK EXPERIENCE
	1.1	Offers of only Indian Original Equipment manufacturers shall be processed. OEM should have successfully supplied & commissioned at least one no. CNC Horizontal boring & milling machine with spindle Diameter 110 mm with ATC in last 12 years (counted from date of issue of NIT) to i) Defence services/ Indian railways/Ordnance board or its subsidiary/ enterprise / establishment or Schedule 'A' Central PSE or ii) Any PSU under MHI, Ministry of Power, Ministry of defence, Ministry of railways or iii) Any public limited company in India having average T/O of minimum Rs.20,000 cr during 17-18 to 21-22 or iv) Any MNC having manufacturing facility in India with average T/O of minimum Rs.20,000 cr from all global operations during 17-18 to 21-22. Following information should be submitted by the vendor about the companies where similar machines have been supplied.	1.1	Offers of only Indian Original Equipment manufacturers shall be processed. OEM should have successfully supplied & commissioned at least one no. CNC Horizontal boring & milling machine with spindle Diameter 110 mm with ATC in last 12 years (counted from date of issue of NIT) to any organization in India.
	1.1.1	Name of the customer / company, where such machine(s) is(are) installed.	1.1.1	Name of the customer / company, where such machine(s) is(are) installed.
	1.1.2	Complete postal address of the customer.	1.1.2	Complete postal address of the customer.
	1.1.3	Year of Commissioning.	1.1.3	Year of Commissioning.
	1.1.4	Application for which the machine is supplied.	1.1.4	Application for which the machine is supplied.
	1.1.5	Name and designation of the contact person of the customer.	1.1.5	Name and designation of the contact person of the customer.
	1.1.6	For Govt or CPSE Purchase order :Performance Certificate from the customer regarding satisfactory performance of the machine issued atleast 12 months from the date of commissioning.	1.1.6	For Govt or CPSE Purchase order :Performance Certificate from the customer regarding satisfactory performance of the machine issued atleast 12 months from the date of commissioning.
	1.1.7	For Others: Performance Certificate from the customer regarding satisfactory performance of the machine issued atleast 18 months after the date of commissioning and issued after date of issue of NIT.	1.1.7	For Others: Performance Certificate from the customer regarding satisfactory performance of the machine issued atleast 24 months after the date of commissioning and issued after date of issue of NIT.