TECHNICAL DETAILS

MATERIAL CODE	L039839759301001
ITEM NAME	SPARES FOR KONE ELEVATOR OF BONGAIGAON THERMAL POWER PLANT
DESCRIPTION	ADDITIONAL SUPPLY, INSTALLATION & TESTING OF ELEVATOR / MAKE: M/S KONE ELEVATOR INDIA LTD.
UNIT OF MEASUREMENT	SET

This is with reference to M/s Kone Elevator India Pvt Ltd, PO No. FB- 170- 7000009748 Dated 02.07.2009; Network 70049240/ Job no. 66578/Equipment no. 40199202 for supply, installation, testing and commissioning of lift at your Unit-3 Boiler, Bongaigaon Project.

The Additional / Add work required for completion & Handing Over of the Boiler Unit-3 lift of BHEL/NTPC, Bongaigaon Project. The following is list of items:

SL NO	**DESCRIPTION OF MATERIALS**	**QUANTITY**
1	Car rail joint plate	2Pc.
2	CWT rail clip	30 Pc.
3	Landing sill	1 Pc.
4	Car shoe inside bush/ guti.	8 Pc.
5	Door frame/ jam post	7 Set.
6	Car light	7 Pc.
7	Car light bracket, holder	1 Set.
8	OSG 8mm rope holding item (Bagi)	2 Pc.
9	Thimble rod set for 13mm rope	16 Pc.
10	Limit cam (38mm long)	1 Pc.
11	12mm tie rod	4 Pc.
12	Car top inspection box	1 Pc.
13	Travelling cable (400M)	1 Bundle
14	Header roller set	2 Pc.
15	1 sq mm copper wire bundle (Red)	12 Coils
16	0.5 sq mm copper wire bundle (Broun)	18 Coils.
17	0.5 sq mm copper wire bundle (White)	2 Coils.
18	0.5 sq mm copper wire bundle (Black)	2 Coils.
19	Motor cable 10 sq mm (red, blue, yellow)	30M each.
19	Motor cable 16 sq mm (red, blue, yellow)	30M each.
20	Main rope (149M)	1 Bundle
21	Pana 40	1 Set.
22	Car hitch, CWT hitch plate (444mm*250mm)	2 Pc.
23	Vane bracket	17 Pc.
24	Vane big type	4 Pc.
25	Vane medium type	4 Pc.
26	Vane small type	46 Pc.
27	PVC flexible (1 inches)	50 M.
28	GI earthing wire (8 gauge)	60 M.
29	CPU CARD (SN: K13221137, P/N- 764342)	1 Pc.
30	Floor card (SN: K13050205, P/N- 764350)	1 Pc.

31	Floor card (SN: K13050200, P/N- 764350)	1 Pc.
32	I/O card (SN: K13121817, P/N- 764354)	1 Pc.
33	BAM card (SN: K13121944, P/N- 764346)	1 Pc.
34	COP stop switch set	1 Pc.
35	Floor indicator light with switch set (770877H01, 764996H01, 770552H02)	18 Set.
36	Floor indicator into COP (SN: K14091931 PN: 611480015G01) Entire COP with Dewhurst buttons	1 Pc.
37	LED display set of drive (CIMR- LK4A0060AAA, S/N: 1R1336944400007.	1 Pc.
38	Drive fan (Model- 36 10VL- 05W- B30, 24V=DC, 0.19A)	2 Pc.
39	Battery (12V , capacity- 26Ah)	4 Pc.
40	UPS (Frontech)	1 Pc.
41	Buldog Grip (For 8mm rope)	18 Pc.

ANNEXURE-A
TERMS & CONDITIONS

Description of the Material:	Additional Supply, Installation & Testing of Elevator on F.O.R basis to Bongaigaon Project Site
BHEL Tender No. & Date	97LIF/BOI/MT dt. 07.08.2021

GENERAL INFORMATION

Sl. No.	Terms and conditions	Vendor's confirmation
1	**Firm Price:** The quoted / finalised rates shall be Firm till execution of the supplies. Vendor has to quote price according to the requirement as detailed in the attached technical documents. Any pre-bid query, kindly contact: **Mr. Kevin Ark Kumar**, Manager/Materials Management/BOI Tel: 0431-2578109, email: kevin@bhel.in ; **Mr. N Mohan**, Asst./Engineer/Materials Management/BOI Tel: 0431-2577446, email: mohann@bhel.in and get your queries cleared before submitting the offer in EPS/GEM. Rates/ other price elements once quoted in the price bid BoQ Format online in the Enterprise Procurement System (EPS)/GEM cannot be changed after due date shall remain final.	
2	**The tender is floated as a Single Package.**	
3	**Delivery term:** F.O.R basis Inclusive of Packing, Forwarding & Freight. Insurance in BHEL scope.	
4	**Guarantee / Warranty Period** : Guarantee clause 18 months from the date of handing over of elevator	
5	**Delivery Period: <u>20 Weeks</u>** from PO. Vendor quoted delivery period shall include all activities i.e. manufacturing / production, Inspection, Packing, Forwarding, dispatch.	
6	**Payment term:** 100% direct payment after 60 days from the date of dispatch against site acknowledgement	
7	**LD Clause:** 0.5 % of PO pending value per week of delay or part thereof subject to a maximum of 10 % of the total order value.	
8	**RISK PURCHASE:** In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases: 1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution. 2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. 3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor. 4. Termination of contract on account of any other reason (s) attributable to contractor.	

	5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. 6. Non-compliance to any contractual condition or any other default attributable to contractor. Risk and Cost amount against balance work will be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.	
9	**Document Submission**: **<u>Along with the offer:</u>** 1. All the technical documents which have been attached along with our enquiry i.e Specification, Drgs, Data Sheet etc, signature to be endorsed on all pages with company seal Technical documents & Sub-delivery enquiry deviation format. 2. Filled-in/signed Annexure-A, Commercial terms and conditions. (Mandatory for Commercial evaluation) 3. Unpriced offer submitted through email shall contain minimum of above documents	
10	Any deviation on technical/QP/packing requirements shall specifically be indicated in the "sub-delivery enquiry deviation format" attached along with the enquiry. Deviations / clarifications declared elsewhere will not be evaluated. **<u>Also, any deviations from the commercial terms and conditions shall be clearly spelt out in this format itself</u>**. Deviations / clarifications declared elsewhere will not be evaluated. Deviations taken, if any, by vendor as per our requirement above shall be clearly got accepted by BHEL in writing during enquiry stage itself. In the event of an order no deviations, unless accepted clearly by BHEL in writing during enquiry stage will be entertained and all other techno-commercial requirements will be binding on successful bidder and failure to execute the terms will lead to disciplinary action by BHEL against the said bidder.	
11	All the technical documents, if attached by BHEL along with the tender (Specification / Datasheet /Drawing / QP / Packing Procedure etc.) which are part of this e-tender, should bear your conformation / confirmation and sign with seal on each page. The same shall be scanned & attached as PDF files along with the offer for technical evaluation.	

12	Technical / commercial clarification, if any, will be initiated through EPS / email. Vendor to respond to the clarifications within 3 working days. If the vendor fails to respond, even after three reminders, then the vendor will be considered as non-responsive and is liable to be rejected.	
13	**PO Acknowledgement:** Within 7 days from the date of receipt of scanned PO copy through email.	
14	**Document Submission after PO:** Complete set of valid Documents as per BHEL format viz., Datasheet, GA drawing and QAP / RQP / VQP are to be submitted within 14 days from the date of receipt of PO (e-mail copy). If there is a delay in submission of valid documents within 14 days, the delay will be accounted for the calculation of LD.	
15	**Fraud Prevention Policy** Suppliers involving in fraudulent practices or delayed supply (or) non-Supply will be dealt with provision as indicated in "Guidelines for Suspension of Business Dealings with Suppliers / Contractors" which is hosted in website www.bhel.com The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 1.0 Integrity commitment, performance of the contract and punitive action thereof: 1.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in transparent and fair manner, and with equity. 1.2 Commitment by Bidder / Supplier / Contractor: 1.2.1. The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. 1.2.2. The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issues from time to time by Govt. of India / BHEL. 1.2.3. The bidder / supplier / contractor will perform / execute the contract as per the contract terms & Conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.	
16	**Inspection & testing requirements shall be done as per approved vendor QP**	
17	**Repair & replacements:** Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end. All incidental charges like freight, insurance and customs duty / GST are to vendor account only. The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. The defective parts / components will not be returned back to vendor works by us due to procedural problems.	
18	**BHEL reserves the right to cancel / modify the tender, if the need so arises, without assigning any further notice or reason therefore.**	

19	**JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the aforesaid arbitration clause.	
20	**SECRECY OF CONFIDENTIAL INFORMATION:** The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract. All the input details: transmittals and sample drawings supplied for preparation of	
21	**GSTIN Number**	
22	**HSN CODE**	
23	**Applicable GST %**	
24	Implementation of GST 1.Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. 2.Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc. 3.All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). 4.A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL. 5.All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so. 6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills	

25	FORCE MAJEURE CLAUSE: If, at any time during the continuance of Contract the performance in whole or in part by either party of any obligations under the Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by BHEL, subject to prompt notification by the contractor.	
26	Validity: 60 days from techno commercial bid opening date	
27	Name, address, phone number and email id for correspondence:	

By signing this Annexure, the vendor consents the above Terms & Conditions are accepted, this Annexure-A, shall be binding between BHEL and the Vendor; and no other terms quoted / mentioned by vendor, elsewhere in the Offer / Quotation will be considered / accepted by BHEL.

Sign / Seal of Company on all the pages

PURCHASE / MM / BOI
ENQUIRY DEVIATION

429-024

SCHEDULE OF DEVIATION TO BOI ENQUIRY NO:	97LIF/BOI/MT	DATE	07.08.2021

DESCRIPTION	**ADDITIONAL SUPPLY, INSTALLATION & TESTING OF ELEVATOR / MAKE: M/S KONE ELEVATOR INDIA LTD.**
PREVIOUS PO REFERENCE	**PO: 7000009748 dt 02.07.2009**
SPECIFICATION	**N/A**
QUALITY PLAN	**N/A**
PACKING PROCEDURE	**N/A**

DOCUMENT REFERENCE	BHEL ENQ. CALLED FOR	FIRM'S ALTERNATIVE OFFER

THE SPARES ARE INLINE WITH THE MATERIALS SUPPLIED VIDE REFERENCE PO: 7000009748 dt 02.07.2009

NIL DEVIATIONS

CERTIFIED THAT OTHER THAN THE ABOVE DEVIATIONS, WE ARE ACCEPTING ALL THE OTHER SPECIFICATIONS AND REQUIREMENTS IN FULL TO YOUR ENQUIRY.

STATION:

DATE: SIGNATURE OF COMPANY REPRESENTATIVE COMPANY SEAL

NOTE 1. Deviations should be taken only in the extreme case.
2. If necessary, use additional sheets with page control number.

BHEL TRICHY ENQUIRY NUMBER: 97LIF/BOI/MT dt. 07.08.2021
PRICE BID SCHEDULE FOR INDIGENOUS SUPPLIERS
Supply of Spares for KONE ELEVATOR on F.O.R basis to
Bongaigaon Project Site (Additional Supply, Installation & Testing of Elevator)

Enquiry Sl. No	**Material Code**	**Items Details**	**Qty**	**Unit**	Total Value on F.O.R. basis (inclusive of material, packing and forwarding charges and freight charges)	GST	GST Value	Total (including GST)
					A		**B**	**A+B**
					Rs.	%	Rs	Rs
10	L039839759301001	ADDITIONAL SUPPLY, INSTALLATION & TESTING OF ELEVATOR. MAKE: M/S KONE ELEVATOR INDIA LTD. AS PER TECHNICAL DETAILS OF PART-I BID AND inline with PO No. FB- 170- 7000009748 Dated 02.07.2009; Network 70049240/ Job no. 66578/Equipment no. 40199202	1	SET				