



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
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: MGR0000319

RFQ Date: 26/08/19 Due Date: 12/09/19

Customer/Project: BIFPCL, Bangladesh/Maitree 2x660MW STPP

Item Description: CO & NOx Analyzers -Insitu type

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

Kindly submit your quotation as **two-part bid** (Techno-Commercial bid {also covers Pre-Qualification requirement}-1st Part & Price bid-2nd Part) in **EPS portal: <https://bhel.abcpocure.com>** within the Due- Date of 10/09/19 before 13:30 hours IST and note that tenders will be opened on the same day at 13:31 hours IST.

**Purchase Executives:** Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below:  
[mounishg@bhel.in](mailto:mounishg@bhel.in) or [kanimozhid@bhel.in](mailto:kanimozhid@bhel.in)

**Splitting of tendered quantity to MSE vendors:** The tendered quantity will **not** be split to MSE vendor/s.

**Destination: a)** For Indigenous scope of supply, items are to be directly despatched to BHEL' site office or Stores located at Chennai Sea Port, Tamil Nadu State, India. Detailed Consignee details 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.

**Note:**

i. a. To avoid damages during transit, please ensure the packing instruction as indicated in Clause: 3.1 to 3.7 under Section:B of technical specification.

b. Following documents are foreseen to be required for sea-shipment of dangerous goods viz., calibration gas cylinders etc.

1. MSDS

2. IIP certificate for Hazardous items packing.

3. PESO certificate for cylinders etc.

4. Fumigation certificate for the wood for all the packages irrespective of the nature of goods.

ii. Under-mentioned are to be noted for engineer visit/s during commissioning:

a. Conveyance from Kolkata to Bangladesh is in BHEL scope. But engineer should reach Kolkata at his own expense. However, this excludes warranty visit due to poor commissioning /poor quality of the items. For visits during warranty period, tickets will be in vendor's scope.

b. Arranging Visa is in BHEL scope.

c. Local conveyance and accommodation at site is in BHEL scope.

d. Overseas Medical Insurance is in vendor's scope.

**Project Benefits - Imported scope of supply:**

a) ~~DEEC / SEZ/EPCG/DFIA/ Physical Export contract: Eligible for "NIL" Basic Customs Duty.~~

b) ~~Project Imports: Eligible for Concessional Basic Customs Duty.~~

c) ~~Basic Custom duty and Cess on Basic Custom duty are reimbursable by customer.~~

**Terms of Delivery:**

- **Indigenous scope of supply:**

Ex-works, <indicate 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:  
\_\_\_\_\_ (in Kgs.)

In case of any 3<sup>rd</sup> country dispatch, destination port of delivery is Mongla Port, Bangladesh. Customs clearance at Bangladesh will be taken care by BHEL/PSER with the support of customer/BIFPCL. However all necessary documentation as sought by BHEL during clearances should be provided by vendor. The documentation required will be informed through dispatch instructions which will be issued prior to Dispatch clearance.

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: \_\_\_\_\_ & \_\_\_\_\_

Please provide **Percentage of local content** and **details of location(s) at which the local value addition** is made:

{‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent}.

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     | <b>Reverse Auction</b>                               | <del>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.</del><br>Note: Non acceptance to participate in RA may result in non-consideration of the bid, in case BHEL decides to go for RA.                                                                                                                                                                                                                                                       | <b>AGREE</b>                                                                                                                                                                     |                 |
| 02     | <b>Parting of license for imported raw materials</b> | 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. | <b>AGREE</b><br><br>CIF value .....<br><br><del>Yes, benefit passed on to BHEL in the priced quotation.</del><br>(or)<br><b>We confirm that there are no imported components</b> |                 |
| 03     | <b>Delivery Period</b>                               | Within <del>08</del> weeks from the date of issue of Manufacturing clearance along with approved document. However for gas cylinders, delivery shall be within 06 weeks from the date of accordance of manufacturing clearance by BHEL at the time of commissioning of equipment.<br>Delay in contractual delivery will attract Penalty as per GCC Clause no.:04.b.                                                                                                                                                                                                                                                                                                                                             | <b>AGREE</b><br><br>..... weeks                                                                                                                                                  |                 |
| 04     | <b>Terms of Payment at the</b>                       | Refer Clause "F" of Instructions to Bidder for BHEL standard Payment terms and loading factors applicable for non-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                  |                 |

|  |                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |              |  |
|--|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--|
|  | <b>time of material supply</b> | compliance against payment terms:<br><b>Indigenous Scope :</b><br>a) <del>Supply with Erection &amp; Commissioning</del><br>b) Supply with Erection Supervision & Commissioning (For Main supply)<br>c) <del>Supply only</del><br><b>Imported Scope :-</b><br>d) <del>Supply with Erection &amp; Commissioning</del><br>e) Supply with Erection Supervision & Commissioning (For Main supply)<br>f) <del>Supply only</del><br><b>High-Sea sales :-</b><br>g) <del>Supply with Erection &amp; Commissioning</del><br>h) Supply with Erection Supervision & Commissioning (For Main supply)<br>i) <del>Supply only</del><br><b>Spares and calibration gas cylinders:</b><br>c) and/or f)/i) depending upon the scope | <b>AGREE</b> |  |
|--|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--|

**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, price validity will apply afresh for a period of 30 days from the date of according final price by bidder (or) up to original validity period, whichever is later.
- (3) Shelf-life items viz., calibration gas cylinders are to be arranged for dispatch to project site only after receiving manufacturing clearance from BHEL which will be based on the requirement of these items, as per commissioning schedule of the equipment at project site. Tentative Delivery schedule will be just prior to Sept'2020 for such items. Bidder to clearly mention any such items explicitly in the offer.
- (4) **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 shelf-life items viz., calibration gas cylinders is applicable only for a period of 12 months from the date of dispatch of goods.
- (5) **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 purchase order. It shall however be noted that PBG is not applicable against supply of shelf-life items viz., calibration gas cylinders. 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.

- (6) **Despatch Documents:** Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Executive/BHEL directly. Despatch documents shall include one or more documents from the following: Invoice (01 original and 01 copy with original sign & seal), Lorry Receipt (L/R), Packing List, NIL Short-Shipment Certificate, insurance intimation letter, Country of origin certificate, Original Performance Bank Guarantee (directly from issuing bank to BHEL) and 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 shall be e-mailed immediately to BHEL-EDN after despatch.

- (7) **Freight Charges (for indigenous scope of supply):** Freight charges shall be to vendor's account. Bidder to quote lump sum reasonable Freight charges along with applicable tax, in price bid.

(8) **Evaluation criteria for tendered items:**

Evaluation of the lowest bidder will be done as a combined package. For this procurement, Public procurement (Preference to Make in India) Order, 2017 dated 15.06.2017, 28.05.2018, 08.06.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO against this NIT. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 65%.

~~(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 03 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 02) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 01) are accepted without any deviation.***

**Vendor's Signature with Seal**