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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: MGR0000322

RFQ Date: 05/09/19 Due Date: 26/09/19

Customer/Project: CSPGCL/ Korba-R&M (4x210 MW) TPS

Consultant: M/s. NTPC

Item Description: Smart Positioners

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:

mounishg@bhel.in or kanimozhid@bhel.in

~~Splitting of tendered quantity to MSE vendors:~~ The tendered quantity will 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: a) For Indigenous scope of supply, items are to be directly despatched to BHEL's site office or Stores located at Korba-R&M (4x210 MW) TPS project site located in Chhattisgarh State. 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 port, Tamilnadu State, India and port of delivery shall be ICD,Bangalore,Karnataka State, India.

Note: To avoid damages during transit, please ensure suitable packing standard as felt appropriate.

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).

- **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:

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

b. HSN (Harmonized System of Nomenclature) code: _____

Applicable tax and Rate: _____ & _____

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	Within <u>09</u> weeks from the date of issue of Manufacturing clearance along with approved document. 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 (For Main supply) b) Supply with Erection Supervision & Commissioning c) Supply only Imported Scope : d) Supply with Erection & Commissioning (For Main supply) e) Supply with Erection Supervision & Commissioning f) Supply only High-Sea sales : g) Supply with Erection & Commissioning (For Main supply) h) Supply with Erection Supervision & Commissioning i) Supply only Spares: c) and/or f)/i) depending upon the scope	AGREE	
05	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.	Percentage of local content : _____% Location(s) at which the local value addition is made : _____	

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 03 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) **Warranty:** 24 months from the date of dispatch of goods or 18 months from the date of commissioning of goods, whichever is earlier.
- (4) **Performance Bank Guarantee (PBG):** PBG will be applicable for a period of 24 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.
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. 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.
- (6) **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.
- (7) **Evaluation criteria for tendered items:**
Bid Evaluation will be done as split package { (1)contact type -valve positioning smart positioners and (2)non contact type -valve positioning smart positioners}.
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 85%.

~~(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:~~

~~Name: _____ Address: _____ Email: _____~~

~~(9) **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