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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 02

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 03) and General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 02).

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. : MGRM0000374
RFQ Date : 01/01/2021
RFQ Due Date : 13/01/2021; Extension up to 22-01-2021; further Extension up to 29-01-2021
Customer/Project : MAHAGENCO/Bhusawal 1x660MW U#6 TPS
Scope Description : Supply of Low Temperature Oxygen Analysers, mandatory spares and commissioning of Analysers.

Kindly submit your quotation as **two part bid** (Pre-qualification Requirements +Techno-Commercial bid-1st part & Price bid-2nd Part) in E-Procurement System portal: <https://eprocurebhel.co.in/nicgep/app> within the revised Due-Date of 29-01-2021 before **13:30** hours IST and note that tenders will be opened on the same day at **13:35** 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 or kamathnk@bhel.in

Splitting of tendered quantity to MSE vendors: The tendered quantity will not be split to MSE vendor/s ~~subject to submission of relevant document/s by vendors. Refer clause: I of Instructions to Bidders for conditions applicable and for information on document/s to be submitted.~~

Destination: For Indigenous scope of supply, items are to be directly despatched to BHEL site office/stores located at Bhusawal TPP project site in Deepnagar, Maharashtra state, India. Detailed Consignee details will be issued by BHEL along with Despatch Clearance.

Reverse Auction (RA) : Not applicable.

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 & services:

- a. GSTIN of place of supply : _____
- b. HSN (Harmonized System of Nomenclature) code : _____
 Applicable tax and Rate : _____ & _____
- c. GSTIN of place of supply of service : _____
- d. SAC (Service Accounting 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	Delivery Period	Within 09 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	
02	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 (Main supply) : a)Supply with Service(s) b)Supply only Imported Scope(Main supply) : c)Supply with Service(s) d)Supply only High-Sea sales (Main supply): e)Supply with Service(s) f)Supply only Spares : b) and/or d)/f) depending upon the scope	AGREE	
03	Declaration of local content : The 'Class-I local supplier'/'Class-II local supplier' shall be required to indicate percentage of	'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. {'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or	Percentage of local content : _____% Details of the Location(s) at which the local value addition is made : _____	

	local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be.	more than 50%, as defined under Public procurement order no.P-45021/2/2017-PP (BE-II) dt: 16.09.2020. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under Public procurement order no.P-45021/2/2017-PP (BE-II) dt: 16.09.2020. In the event of any Nodal Ministry prescribing higher or lower margin of purchase preference and/or higher or lower percentage of local content in respect of this procurement, same shall be applicable}. (Refer Clause 'A' Sl. No. 12 of Instructions to Bidders).		
04	Declaration as a compliance to Rule 144(xi) of GFR, 2017 amendment dt 23.07.2020 issued by Ministry of Finance, Govt. of India.	The below declaration is to be submitted on Company Letter head duly signed and sealed by authorised signatory, for ascertaining the eligibility of offer in the tender. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our firm is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that our firm fulfils all requirements in this regard and is eligible to be considered." (Refer Clause 'A' Sl. No. 13 of Instructions to Bidders).		

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 90 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: 18 months** from the date of dispatch of goods (or) 12 months from the date of commissioning, whichever is earlier.
- (4) **Performance Bank Guarantee (PBG):** PBG will be applicable for a period of **18 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 Mandatory Spares.

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 (01 original and 01 copy with original sign & seal / digitally signed invoice), 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, NIL Short Shipment Certificate, Original Performance Bank Guarantee (directly from issuing bank to BHEL), insurance intimation letter 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 or AWB or BOL shall be e-mailed immediately to BHEL-EDN after despatch.

Note: Detailed Packing List should indicate package-wise content details and also Net & Gross weight of each package.

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

- (7) **Erection Supervision and Commissioning charges:**

In case the quoted total Erection Supervision & Commissioning value is less than **05%** of the supply value, BHEL shall evaluate Bidders Price deducting differential amount from supply price and apportioning towards Erection Supervision & Commissioning charges.

Refer Sl. no. 'h' under Clause 'F' of Instructions to Bidders for Payment terms of Erection Supervision & Commissioning charges.

- (8) **Evaluation criteria to determine L1 bidder:** Items will not be split on item-wise lowest offer. Evaluation of the lowest bidder will be done as a combined package basis.

With this, we hereby confirm that all the terms & conditions as indicated in Instructions to Bidders (Document Ref: CE: PR: 001- Rev 03) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 02) are accepted without any deviation.

Vendor's Signature with Seal