


	INDUSTRIAL SYSTEMS GROUP (Purchase)	Commercial terms and conditions (CTC) ITEM: supply of spare instruments of hydraulic power pack of conveyors	RFQ No. – 77/21/6131/RRC Dated: 04.04.2022 1X800 MW WANAKBORI TPS EXTN. UNIT NO.-08, GSECL
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Customer/ Owner's Information:		
a.	Name of the Customer/ Owner	M/s Gujarat State Electricity Corporation Limited
b.	Name of the Customer/ Owner's Consultant and Address	M/s DCPL Mother Teresa Sarani, Park Street area, Kolkata, West Bengal 700071
c.	Customer/Owner Order Ref No.	PP/SE(P II)/WKP-8/683 DATED 26.09.2014
d.	Customer/Owner's GSTIN No.	24AAACG6864F1ZO
e.	Customer/Owner's PAN No.	AAACG6864F
Project Information:		
i.	Project Name	1 X 800 MW Wanakbori TPS EXTN. UNIT NO.-08
ii.	Site Location	<p>Location:</p> <p>THE CHIEF ENGINEER (C&O), Wanakbori Thermal Power Station, Taluka: Galteshwar, Dist: Kheda Gujrat-388239.</p> <p>Access by:</p> <p>Nearest Railway Station: Ahmadabad -Vadodara Main Broad Gauge Line, Sevalia (8 km). Nearest Airport: Ahmadabad and Vadodara Nearest Sea Port: Kandla</p> <p>Access by Road:</p> <p>1) 10 KM from Godhra NH No. 8. 2) 02 KM from Balasinor-Sevalia SH No. 59. Major Towns / Cities: 13 KM from Balasinor and 10 KM from Sevalia.</p> <p>Latitude: 22°-52'N. Longitude: 73°-21'E. Elevation above MSL: 80 m from mean sea level for existing Units and 72 m from mean sea level for 800 MW Unit 8.</p>


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Terms & Conditions:


1.	Type of Contract	Supply
2.	Ship To (Consignee Address):	THE CHIEF ENGINEER (C&O), Wanakbori Thermal Power Station, Taluka: Galteshwar, Dist: Kheda Gujrat-388239, India. GSTIN No. of GSECL - 24AAACG6864F1ZO A/c BHEL-ISG
3.	Bill To (Buyer):	BHEL-Industrial Systems Group Post Box No.:1249, Prof. CNR Rao Circle, IISc Post, Malleswaram, BANGALORE – 560012 GSTIN No. of BHEL / Karnataka State: 29AAACB4146P1ZB
4.	Mode of Dispatch	By Road/ Rail Note : It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement.
5.	Transit Insurance	In BHEL Scope. SCE - 500300/44/15/04/40000013. MARINE – 500300/21/15/02/00000030. Contact: ANJU KOCHHAR ASSISTANT MANAGER UIIC- LCB DELHI 9650052495(mobile) Email: anjukochhar@uiic.co.in Prior dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent to the following: a) BHEL Site office (Address same as Consignee address) b) BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012. In case of damage / loss / theft of goods in transit, the vendors will support Purchaser (BHEL) for lodging claim with insurance company. Registering FIR with police department (as applicable) and completing all formalities with Police department & Insurance surveyor will be in vendors scope. All these documents are to be submitted to the Purchaser for further processing.

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6.	Unloading at Site	In the scope of BHEL .
7.	Storage at Site	In the scope of BHEL . However, bidder shall be required to submit detailed instructions for storage of supplies before dispatching material to site
8.	Movement of Material Within Site	In the scope of BHEL .
9.	Delivery	Manufacturing & Supply: 8 weeks from the date of LOI.
10.	Payment Terms	<p>90% of basic price of materials supplied, as per PO along with 100% taxes, duties and freight (as applicable), is payable against delivery of goods at site. Payment shall be made within 45 days from receipt of clear bills along with all supporting documents as per PO.</p> <p>10% of basic price of materials supplied will be released within 30 days from the receipt of vendor's clear bill along with Material Receipt Certificate (MRC) issued by project site engineer of Owner/ Purchaser and confirmation for receipt of all final documents as per PO / Technical Specification, duly certified by concerned engineering department of purchaser.</p> <p>Co-ordination for collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor.</p> <p>A) Documents to be submitted for claiming supply payment:</p> <ol style="list-style-type: none"> 1) Original Vendor GST Compliant Invoice 2) Packing List indicating Quantity/ Gross weight/ Net weight 3) Original LR / RR 4) Receipted LR / delivery challan acknowledged by GSECL/ BHEL site engineer. 5) Guarantee Certificate 6) Insurance Intimation 7) Copy of PBG <p>B) For claiming MRC Payment:</p> <ol style="list-style-type: none"> 1) Invoice – Original 2) Copy of MRC <p>In addition to the above, vendor may furnish manufacturing clearance/ drawing/ documents approval date for the purpose of determining contractual delivery for expeditious processing of invoices.</p>
11.	Freight	Equipment to be dispatched by Road on freight prepaid and on door delivery basis. Freight charges (Inland) shall be included in the basic price of price Bid.

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12.	Type of Contract	Unit Rate
13.	Guarantee Period	24 months from the date of last supply or 18 months from date of commissioning, whichever is earlier.
14.	Price Basis	<p>Firm FOR site basis inclusive of packing, forwarding & freight charges valid till completion of the project. GST reimbursable extra as applicable against proof of remittance. This tender is on FOR Site basis and evaluation will be on Total Cost to BHEL (Excluding GST) as per our Price Format. Percentage of applicable GST & the HSN codes are to be indicated separately in price & un-price formats. Freight to be included in the basic price.</p> <p>Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.</p>
15.	Variation of Contract Value:	Prices shall remain Firm for any increase or decrease in the Order/Contract value upto plus or minus 30% within 2 years from the date of original PO unless specified otherwise in NIT. The Purchaser shall have the right to increase or decrease quantities and scope upto the above extent of value and Seller/Contractor shall be bound to accept the same at the contracted prices without any escalation.
16.	Drawing submission and approval	As per respective Technical Enquiry Specifications, if applicable
17.	Final Drawings / Documents submission	As per respective Technical Enquiry Specifications, if applicable
18.	Bid evaluation criteria	The tender shall be evaluated on the overall tendered scope basis and on total cost to BHEL inclusive of all ex-works prices + inland freight + price loading if any for deviation (Excluding GST) Order shall be placed on the overall 'L1' vendor, based on opening of sealed bid / Reverse Auction. Offer will be considered incomplete and rejected if all items are not quoted.
19.	Inspection Agency	<p>Inspection shall be carried out by agency as per below Inspection category of packages:</p> <p>Vendor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to BHEL-ISG/Third Party Inspection Agency (as informed by ISG) for arranging Customer/Owner/Third Party participation (wherever applicable), with an advance notice of 15 working days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by Customer/Owner based on the BHEL-ISG report OR Joint inspection report of BHEL ISG & Customer/Owner (Wherever applicable).</p> <p>No item / equipment's shall be dispatched without obtaining Material Dispatch clearance certificate from BHEL-ISG Material Management Department irrespective of inspection categories.</p>
20.	Dispatch Documents Required (to be furnished by Vendor)	A) The supplier shall provide the following documents through e-mail, immediately after dispatch to the concerned purchase & commercial executive of BHEL - ISG :

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		1) Copy of GST compliant Invoice. 2) Copy of Packing List Indicating Quantity/ Gross weight, Net weight and BHEL approved BBU item no. wherever applicable against each item dispatched. 3) Copy of LR
21.	FORCE MAJEURE	<p>Notwithstanding anything contained in Clause 9.0, if at any time during the continuance of the Order/Contract, the performance in whole or in part by either party of any obligations under the Order/Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Order/Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of Purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.</p> <p>In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.</p> <p>Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.</p>
22.	Recovery of Outstanding Amount	In event of any amount of money being outstanding at any point of time against the Seller/Contractor due to excess payment or any other reason whatsoever, in the present order/contract or any other order/contract from any BHEL Unit, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.
23.	Arbitration	All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these

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		<p>conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration (Refer Note # below) appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator (Refer Note # below) and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference. The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party. The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.</p> <p>Note (#): Below mentioned points shall be applicable in place of sole arbitration A) The contract shall be governed by and construed in accordance with laws of India, without regards to any conflict of laws principles. B) Any dispute arising out of or in connection with this agreement or its performance, including the validity, interpretation, application, delay or breach or cancellation hereof, shall be settled and</p>
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		<p>finally decided through an arbitration in accordance with the Arbitration and Conciliation Act 1996 and any Amendments / modification thereon and re-enactments thereof from time to time. All such disputes / differences, during the contract or arising out of the contract shall be referred to Sole Arbitrator appointed by BHEL. BHEL will suggest three names, giving opportunity to contractor or vendor to choose one of them as sole arbitrator and in case parties could not mutually agree on the sole arbitrator, then the Arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 and any Amendments / modification thereon and reenactments thereof from time to time. The seat of arbitration shall be Bengaluru, India, the language of the arbitration proceedings shall be English. C) Each party submits to the jurisdiction of Courts of Bengaluru for the purposes adjudicating any disputes or differences relating to this contract or arising out of this contract or compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions.</p>
<p>24.</p>	<p>Consignee's Right Of Rejection</p>	<p>Notwithstanding any approval of Purchaser or Engineer in respect of stores or materials or other particulars or work or workmanship involved in performance of order/contract (with or without any test carried out by Seller/Contractor or Inspection Agency or under direction of Contract Engineer), and notwithstanding delivery of the stores where so provided to the consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part/ portion of consignment thereof, within 30 days after actual delivery at the stipulated place or destination, if such stores or part/ portion of consignment thereof is not in conformity with terms and conditions of order/contract whether on account of any loss, storage, deterioration or damage before despatch or otherwise, whatsoever.</p> <p>Rejected goods or materials shall be removed by Seller/Contractor within a period of 15 days from the date of receipt of notice of such rejection. The expenses to be incurred in respect thereof shall be borne entirely by the Seller/Contractor.</p>
<p>25.</p>	<p>Shortages/Damages</p>	<p>a) Shortages in sound cases shall be replenished free of cost by the vendor, as early as possible.</p> <p>b) For shortages/damages during transit/ handling at site, vendor shall supply replacements, as early as possible, at the old contractual rates upon intimation to vendor within 3 months of receipted LR.</p>
<p>26.</p>	<p>Termination Of contract</p>	<p>Purchaser shall have the right to cancel Order/Contract, wholly or in part, in case they are obliged to do soon account of any decline, diminution, curtailment or stoppage of their business and in that event, the Seller/Contractor compensation claim shall be settled mutually.</p>

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		<p>Purchaser shall have the right to cancel order/contract at the risk and cost of Seller/Contractor in case either the Seller/Contractor himself or any of his representative or agent is found to have been a previous employee of the Purchaser immediately before retirement and has within a period of two years of such retirement accepted the employment of the Seller/Contractor either as a Seller/Contractor or as an employee without having obtained prior permission of Purchaser.</p>
27.	Settlement Of Disputes	<p>Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by Purchaser, subject to written appeal by the Seller/Contractor to the Purchaser, whose decision shall be final.</p> <p>Any dispute or difference shall be, to the extent possible, settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.</p> <p>Seller/Contractor shall continue to perform the order/contract, pending settlement of dispute(s).</p>
28.	Integrity Commitment, performance of the contract and punitive action thereof	<p>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 website www.bhel.com.</p> <p>1.0 Integrity, commitment, performance of the contract and punitive action thereof:</p> <p>1.1 Commitment by BHEL:</p> <p>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 a transparent and fair manner, and with equity.</p> <p>1.2 Commitment by Bidder/Supplier/Contractor:</p> <p>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.</p> <p>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 issued from time to time by Govt. of India/ BHEL.</p>

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		<p>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.</p> <p>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 India 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.</p>
29.	Fraud prevention policy	<p>The Bidder along with its associate/collaborators/sub-contractors/sub vendors/Consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."</p>
30.	Liquidated Damages (LD)	<p>Purchaser reserves the right to recover from seller/contractor the liquidated damages / penalty @ 0.5% of the delayed portion of supplies (Basic price) per week or part there off, subject to a maximum of 10% of the total contract value (Basic price), if the seller/ contractor fails to deliver any part of the ordered material within the period stipulated in the Order/ Contract.</p> <p>Date of inspection call along with internal Test Certificates will be considered as delivery date for LD Purpose provided the material is found ready and acceptable during the inspection.</p> <p>Please note that the following points will also be considered for calculation of LD:</p> <ol style="list-style-type: none"> 1) If the material is physically not moved out of vendor/ contractor premises within fourteen days after issue of Dispatch Clearance from BHEL and for reasons not attributable to BHEL, then such excess period shall also be considered for LD purpose.
31.	Submission of Performance Bank Guarantee (PBG)	Not applicable
32.	Reverse Auction	Not applicable

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33.	MODEL CONCILIATION CLAUSE	As per annexure: Model Conciliation Clause for Conducting Conciliation Proceedings under the BHEL Conciliation Scheme, 2018.
34.	MSE	<p>Any Bidder falling under MSME/ SC/ST category/ SSI unit shall furnish the details & submit documentary evidence i.e Udyam Registration Number awarded as per MoMSME GOI . in support of the same along with their techno-commercial offer.</p> <p>If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME/SC/ST Owned category/ SSI unit.</p> <p>MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of Udayam Certificate. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above-required documents are to be uploaded on the portal.</p>
35.	Risk Purchase	<p>If Seller/Contractor fails to deliver goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act or if the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the Purchaser may be put to incur or sustain by reason of Seller/Contractor's default or breach of Order/Contract, Purchaser shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to Seller/Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with</p>

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		<p>particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor and the Seller/Contractor shall be liable to the Purchaser for any excess costs provided that the Seller/Contractor shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor shall on no account be entitled to any gain on such repurchases.</p> <p>Except for below clause, vendor’s maximum liability will be limited to the total contract value including taxes, duties and freight. Recovery on account of Purchases made by Purchaser at the Risk & Cost of Seller/ Contractor shall be worked out as follows :</p> <p>Risk and Cost against Balance Work: 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.</p> <p>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.</p> <p>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.</p>
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<p>36.</p>	<p>Registration in GeM portal.</p>	<p>All vendors to register themselves in GeM portal (https://gem.gov.in). The successful bidder is supposed to share the GeM Seller ID mandatorily with BHEL for enabling BHEL for placement of order/award of contract for goods and services.</p>
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