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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

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Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division

PB 2606 , Mysore Road Bangalore , 560026 INDIA

CE: PR: 003- Rev 02

SPECIAL COMMERCIAL CONDITIONS OF CONTRACT

Reference is brought to BHEL's Instructions to Bidders (Document Ref: CE: PR: 001- Rev 04) and General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 03).

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. MGRM0000418

Customer/project: Upcoming NTPC projects for FY 2023-24 & 2024-25.

Item Description: Rate Contract for Dust Analyzer (Extractive type) & Ultrasonic Flue Gas Flow-meter with validity period of 02 years

BHEL-EDN invites you to quote your best prices for Dust Analyzer & Ultrasonic Flue Gas Flow-meter as per the enclosed technical specification. The approximate quantity of analysers estimated for the rate contract is 24 sets. This quantity is estimated for 10 tentative projects planned for PO placement during the rate contract period of 02 years.

Please note that Evaluation will be done as an overall package for the total quantity of all projects put together. However after entering into the rate contract, individual PO will be placed for the project specific requirement as and when the requirement arises during the Rate contract period of two years.

Type of Bid: THREE-PART BID (Pre-Qualification bid: Part-I; Techno-commercial bid: Part-II; Price-bid: Part-III)

Kindly submit your quotation as three-part bid in EPS portal: <https://eprocurebhel.co.in/nicgep> within the Due-Date & Time of 23/12/2022,13:00 hrs.

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 padmanabha@bhel.in

Destination: a) Items are to be directly despatched to various NTPC project sites located in India. Respective Consignee details will be shared 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.

Reverse Auction: Not applicable for this tender.

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/Inland freight charges: _____

Under-mentioned details shall be provided against indigenous supplies and services:

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

b. HSN (Harmonized System of Nomenclature) code: _____
Applicable tax and Rate: _____ & _____

c. SAC (Service Accounting Code) no.: _____
Applicable tax and Rate: _____ & _____

d. GSTIN (no.) of place of supply of service: _____

e. GeM Seller ID is mandatorily required for PO placement: _____

f. If bidder is MSE vendor, is supporting document enclosed: Yes /No
(If MSE, supporting document viz., Udyam certificate has to be enclosed)

I. Bidder to mandatorily provide compliance for the under-mentioned terms:

SL NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	REMARKS, if any
01	Delivery Period	Within <u>20</u> weeks from the date of issue of Manufacturing clearance along with approved document. However for mandatory spares, delivery period shall be within <u>14</u> weeks from the date of accordance of manufacturing clearance by BHEL. 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: a) Supply with Service(s) Imported Scope: c) Supply with Service(s) High-Sea sales: e) Supply with Service(s) Mandatory Spares: b) and/or d)/f) depending upon the scope	AGREE	
03	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 may be liable for rejection:

- (1) **Freight Charges: Freight Charges (for indigenous scope of supply):** Freight charges shall be to vendor's account. Bidder to quote total lump sum reasonable freight charges in priced offer. However while placing project-specific individual purchase order, the freight charges in PO will be indicated in proportion to the total material cost.
- (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, 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 period of the supplied products shall be applicable for a period of 24 months from the date of dispatch of goods. The seller should guarantee the rectification of goods in case of any break down during the Warranty period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in India for attending the after sales service.
- (4) **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 by considering the e-price bids without conducting Reverse Auction.

- a. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product.

If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% of total value.

- b. Preference to Make in India products: Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products.

The minimum local content to qualify as a Class 1 local supplier is 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.

Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. It shall be noted that Purchase preference to Micro and Small Enterprises clause will get precedence over this clause.

Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

{‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or 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).

Note: Non-Local suppliers (with local content < 20%) are also eligible to participate in this tender.

- (5) 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 PO. Delay in this submission of complete set of specified documents in NIT, will attract Penalty as per GCC Clause no.04.a).

In case of any corrections in documents to be incorporated by seller for approval of document based on end-user/consultant/buyer comments, revised documents have to be submitted incorporating all corrections positively within 06 days.

- (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 the documents among the following, as applicable depending upon delivery INCOTERMS:

Invoice (01 original and 01 copy with original sign & seal / digitally signed invoice), Lorry Receipt (L/R) (or) Air Way Bill (AWB)/Bill Of Lading (BOL), Country of Origin certificate, Copy of High Sea Sales (HSS) agreement, Packing List, NIL Short-Shipment Certificate, insurance intimation letter, original Performance Bank Guarantee (directly from issuing bank to BHEL) and original POD (Proof of Delivery) on L/R.

The precise list of despatch documents needed for the project will be specified in the project-wise Purchase Order

- (7) Performance Bank Guarantee:** 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. 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.

The Performance Bank Guarantee shall be returned to the supplier, without payment of any interest, on successful completion of all the contractual formalities.

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.

- (8) Erection Supervision & Commissioning - Evaluation methodology:** E&C charges should not be less than 05% of the main item supply value (i.e., excluding Mandatory Spares). In case the quoted total E&C value is less than 05% of the main item supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards E&C charges.

Payment terms for E&C charges: 100% E&C charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of successful installation & commissioning.

- (9) Vendor Deputation post commissioning of equipment:** Vendor shall depute technical experts of OAM/OEM/OES (Original Analyzer Manufacturer/ Original Equipment Manufacturer/ Original Equipment Supplier) for each Dust analyser and/ or Flowmeter at site, who will be fully qualified to perform the required duties, supervision of maintenance, repair etc. for a period of six months.

Terms of Payment: 100% charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of successful deputation of engineer for six months.

- (10) Comprehensive Annual Maintenance Contract after expiry of 06 months deputation period:**

CAMC will be applicable for a period of 03 years as indicated in clause:7 under section:D of specification. This shall cover total maintenance of all hardware related to the system and shall include free repair/replacement of all components/cables/ equipment etc. and supply of expendable items. Minimum one visit per quarter shall be made by the vendor during CAMC period.

Total CAMC value for 03 years should not be less than 06% of the main supply value (i.e., excluding Mandatory Spares). In case the quoted total CAMC value is less than 06% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards CAMC charges.

Payment terms: 100% CAMC charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of CAMC on quarterly basis.

- (11) Integrity Pact:** Execution of Integrity Pact is applicable for this tender (Refer clause "K" of Instructions to Bidders). The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with Part-I bid. Only those Bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

With this, we hereby confirm that all the terms & conditions as indicated in Instructions to Bidders (Document Ref: CE: PR: 001- Rev 04) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 03) are also accepted without any deviation.

Vendor's Signature with Seal

Note: The above filled-in document shall be furnished as a part of Techno-commercial bid (i.e., Part-II Bid).