ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division
PB 2606 , Mysore Road Bangalore , 560026 INDIA

CE: PR: 003- Rev 04

SPECIAL COMMERCIAL CONDITIONS OF CONTRACT

Reference is brought to BHEL's Instructions to Bidders (Document Ref: CE: PR: 001- Rev 05) and General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 04).

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.	**: NJP0000102**
RFQ Date	**:** As per E-procurement website
RFQ Due Date	**:** As per E-procurement website
Customer/Project	**: Centralized Rate Contract for Various project of Various Units requirement of BHEL for One Year 2026-27**
Scope Description	**: Supply and Commissioning of Ni-Cd Pocket Plate High Discharge Type/Lead Acid Plante Batteries**

Kindly submit your quotation as **two part bid** (Pre-Qualification Criteria & Techno-Commercial bid-1st part & Price bid-2nd Part) in E-Procurement System portal: https://eprocurebhel.co.in within the Due- Date of __ As per E-procurement website _____ before _ As per E-procurement website ______ hours IST and note that tenders will be opened on the same day at _ As per E-procurement website ______hours IST.

Purchase Executives: Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below:
__nandjee@bhel.in____ or _rk.pandey@bhel.in__

Splitting of tendered quantity to MSE vendors for Purchase preference: Non-Splitable

Destination: For Indigenous scope of supply, items are to be directly despatched to BHEL site office/stores located at_ **Will be provided at the time of placement of PO for project---** state**,** India. Detailed Consignee details will be issued by BHEL along with Despatch Clearance.

Terms of Delivery:

- **Indigenous scope of supply:** Ex-works, ___<indicate station of dispatch>_______ (including Packing & Forwarding charges but excluding Taxes).

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 : ____________&_____________

e. GeM Seller ID mandatorily required for PO placement: _________________________

f. MSE vendor : Yes-MSE supporting documents enclosed/No

(If MSE, supporting documents such as Udyam certificate to be enclosed)

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 (RA)**~~	~~BHEL shall be resorting to Reverse Auction (Guidelines as available on https://www.bhel.com/guidelines-reverse-auction-2024) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.~~ ~~Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.~~	AGREE	
02	**Delivery Period**	Within **172** days from the date of placement of Project wise Purchase Order. Mandatory spares Purchase Order shall be released with project-wise delivery schedule requirement, limited to an additional 540 days from the main supply PO delivery date. Manufacturing clearance will be provided project wise in line with the latest site delivery schedule. Delay in contractual delivery will attract Penalty /Liquidated Damages(LD) as per GCC Clause no.:04.b.	AGREE	
03	**Terms of Payment at the time of material supply**	Refer Clause "F" of Instructions to Bidder for BHEL-EDN standard Payment terms and loading factors applicable for non-compliance against payment terms: *"100% payment of the basic price of Goods with 100% GST on the goods price will be paid in 45 days of delivery of consignment or 15 days from the date of submission of complete set of documentation, whichever is later. "* Note: MSME vendors may opt to get payment through Trade Receivables electronic Discounting System (TReDS)	AGREE	
05	**Declaration of local content :** The 'Class-I local supplier' shall be required to indicate percentage of local content and provide certification that the item offered meets the local content	'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 more than 50%, as defined under Public procurement order no.P-45021/2/2017-PP (BE-II) dt: 16.09.2020 and Revision dt.19-07-2024 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).	Percentage of local content : _____% Details of the Location(s) at which the local value addition is made : ______________	

	requirement for 'Class-I local supplier'.	**Penal provisions for false self-declaration of MII, in case of Contract more than Rs.10Crs.** For contract valuing more than Rs.10 Crores, local content (in case of self-declaration certification submitted by bidders at the time of tendering), the contactor/ supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice, within 120days from the date of released of the first Purchase order based on RC by BHEL. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.		

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) **a) Submission of Engineering documents post PO as indicated in Cl: 04 of GCC:** After award of project wise contract, Successful bidder shall submit complete set of documents (like drawings, bill of materials, datasheets, catalogues, quality plan, etc. as called in tender specification) for approval, within **14** days from the date of award of project wise contract.
Buyer shall issue manufacturing clearance along with approved documents within **30** days after receipt of documents from seller. Any delay by buyer/consignee in providing approved documents beyond specified period shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.
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 by seller incorporating the comments within **07** days from the date of receipt of the same.

Seller shall be required to commence manufacturing only after receipt of approved documents from BHEL.

b) **Extension of Delivery Period:** Refer ***Cl.04 b) Extension of Delivery Period*** **of GCC**.

(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/Reverse Auction, price validity will apply afresh for a period of _**60**_ 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 delivery of goods or **18** months from date of commissioning, whichever is earlier.

(4) **a) Pre-dispatch inspection at Seller premises as indicated in Cl: 06 a) of GCC**: While bidding, the sellers should take into account **10** days for arranging inspection from the date of email offering the goods for inspection. Any delay in arranging inspection beyond the specified period due to reasons not attributable to seller, shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.

b) **Material despatch clearance certificate (MDCC):** Seller should take into account **10** days for issuance of despatch clearance by BHEL from the date of successful inspection report. Any delay in issue of MDCC beyond the specified period shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.

(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 originals and 01 copy with original sign & seal / digitally signed invoice), Lorry Receipt (L/R), Packing List, NIL Short-Shipment Certificate, Warranty certificate, insurance intimation letter, E-way bill (Part-A & B), original 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, Lorry Receipt (or) AWB/BOL shall be e-mailed immediately to BHEL at the time of despatch.

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

(6) **Freight Charges:** Freight charges shall be to vendor's account. Bidder to quote reasonable **Freight charges in percentage of the total basic material cost of both Main Supply and Mandatory Spares** with applicable tax, in price bid. List of tentative project wise BOM is provided in purchase specification.

(7) **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 total combined package basis.
The Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India, MSME etc.)

a. Preference to Micro & 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 MSME (and its subsequent Orders/Notifications issued by concerned Ministry) & the latest *Office Memorandum* issued by Department of Expenditure dt:18.05.2023.

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.

Bidder shall furnish the following declaration.

MSE declaration	Any Bidder falling under the MSE category shall furnish UDYAM Registration certificate in support of the same along with their techno-commercial offer. Note: If the bidder does not furnish the above in the tender, the offer shall be processed construing that the bidder does not fall under the MSE category.
MSE Category declaration	If the bidder belongs to any of the below MSE category, the bidder to mention Social Category and Gender in the REMARKS column and furnish UDYAM Registration certificate containing these details in support of the same along with their techno-commercial offer a. SC/ST Owned b. Women Owned Note: If the bidder does not furnish the above in the tender, the offer shall be processed construing that the bidder does not fall under the above category.

b. Preference to Make in India (MII) 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 latest *Office Memorandum* issued by Department of Expenditure dt:18.05.2023 and Revision dt.19-07-2024.

{'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 and Revision dt.19-07-2024.

'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 and Revision dt.19-07-2024}.

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.'}

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.
Default margin of purchase preference shall be 20% for Class-I local supplier only.

Note: For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Operation methodology of Purchase preference clause to MSE & MII bidders is as detailed under clause:4. c. b) in the Office Memorandum issued by Department of Expenditure dt:18.05.2023 (ref. Annexure-VIII of ITB).

Note: In case of negotiations, the margin of purchase preference (20% for Class-I Non-MSE or 15% for MSE) shall be based on pre-negotiated L1 price and the eligible Class-I & MSE local bidder will have to match the negotiated L1 price.

(8) **Performance security**: Performance of the contract, Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security has to be submitted by successful bidder for **05%** of the Project wise contract value (Exclusive of PVC).
Performance security has to be furnished within **35days** after award of project wise contract/ purchase order and it should remain valid for a period of **60** days beyond the date of completion of all contractual obligations, including warranty obligations.

Refer Clause "H" of Instructions to Bidders. Also note that Performance security should be in the format specified in Annexure VII of ITB and no deviation to this format will be allowed.

Modes of deposit:

a) Performance security may be furnished in the following forms:

(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.

(ii) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act.

(iii) Performance security should be in the format specified in Annexure VII of ITB and no deviation to this format will be allowed.

(iv) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL).

(v) Insurance Surety Bond.
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

b) The Performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

c) Performance security shall be refunded to the supplier without interest, after duly performing and completing the contract in all respects but not later than 60 days of completion of all such obligations including the warranty under the contract.

d) The Performance security shall not carry any interest.
e) Performance security should be mandatorily submitted along with SFMS (Structured Financial Messaging System).

(9) Timely submission of Performance Security for execution of the contract.

Bidder agrees to submit performance security as required above for execution of the contract within **35 days** after award of contract/Purchase order**.**
In case of delay in submission of performance security, the "enhanced" portion of the performance security, calculated as interest **(Repo rate + 4%)** for the delayed period, is **compensatory** in nature to account for the delay in securing the contract.
While the base Security Deposit @5% of the contract value is refundable to vendor upon successful completion of contractual obligations, the enhanced interest component will be recovered by BHEL and not returned to vendor.
Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with due interest **(Repo rate + 4%)**. This 5% of contract value withheld towards Performance security will be paid either against submission of supplementary invoice & Original Performance security (or) against supplementary invoice without Performance security after expiry of contractual obligations including warranty period. Due interest recovered by BHEL will not be returned to vendor.

(10) **Breach of Contract, Remedies & Termination**: In case of breach of contract (failure of supplier), wherever the value of Performance security available with BHEL against the said contract is at least 10% of the contract value, the same shall be encashed.
In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.
Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc. shall be applied as per provisions of the contract

(11) **Erection Supervision & Commissioning** - Evaluation methodology**:**

Range of procurement value	Minimum percentage of basic material value proposed for Erection Supervision & Commissioning charges
Up to Rs. 2.50 crs.	05%
Greater than Rs. 2.50 crs. and lesser than Rs. 10 crs.	03% (or) Rs.12.50 lakhs, whichever is higher.
Greater than Rs. 10 crs. and lesser than Rs. 20 crs.	02% (or) Rs.30 lakhs, whichever is higher.
Greater than Rs. 20 crs.	01.50% (or) Rs.40 lakhs, whichever is higher.

In case the quoted total E&C value is less than stipulated percentage of the main item supply value (excluding Mandatory spares), BHEL shall evaluate Bidders Price deducting differential amount from main supply price proportionally from all items and apportioning towards E&C charges.

Note: Wherever bidders doesn't agree for such apportioning, the differential charges shall be retained from main supply invoice and retention amount will be paid after successful completion of Erection & Commissioning.

(12) **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 successful completion of installation & commissioning.

(13) **Additional terms and conditions:**

i. This is for entering into a Centralized Rate Contract for Supply & Commissioning of above item for various projects, which shall remain valid for a period of One year from the date of LOI (Letter of intent).

ii. Quantity indicated in the RFQ is based on BHEL' s projected requirement of various units of BHEL over the next one year. L1 evaluation will be done on combined package basis for the total estimated BOM provided in specification on "total cost to BHEL" basis. Project wise POs will be placed by the respective Unit of BHEL on the L1 vendor for the required BOM of project, as and when requirement arises, with unit prices as per rate contract, limited to total rate contract value. Quantity variation (in AH) for PO placements shall be +/-15% for each line item limited to total rate contract value, during the tenure of this rate contract. In case, BHEL unit is ordering beyond the tolerance limit for an individual line item of that particular unit requirement, clearance from BHEL EDN shall be obtained.

iii. For those projects where the rate contracted L1 vendor is not approved by customer, separate procurement action will be initiated by BHEL.

iv. Rates and other terms and conditions agreed upon shall remain firm till the completion of tenure of rate contract or until the purchase order is executed / completed in all respects, whichever is later.

(14) Based on the under-mentioned declarations of Bidder as insisted under Rule 144(Xi) of General Financial Rules,2017 amendment dt. 24.02.2023, eligibility of offer will be ascertained 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."

Note: Wherever applicable, evidence of valid registration by the Competent Authority shall be attached.

Additional declaration by Bidder in the cases of specified Transfer of Technology (ToT):

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that our firm does not have any ToT arrangement requiring registration with the Competent Authority."

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that our firm has valid registration to participate in this procurement."

(15) **Integrity Pact: 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 techno-commercial 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.

(16) Declaration regarding 'Conflict of Interest among Bidders/Agents' should be submitted as part of the tender as per attached format.

(17) Grievance Redressal Mechanism:

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. ***First Level:*** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.

2. ***Second Level:*** If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: **https://suvidha.bhel.in/suvidha/.**

Responses will be provided in accordance with the defined escalation matrix."

(18) **For goods / works / services on Indian Suppliers / Contractors:**

Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch/raising invoice. All documents as per contract checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs in case the requirement for digitally signed invoice is not explicitly mentioned in the contract checklist.

The Invoice will not be accepted in absence of the above.

(19) All MSME payments for Goods or Services to be mandatorily settled through TReDS:

In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform (i.e RXIL, M1xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission.

Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier.

The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform.

In case discounting is not availed by the supplier on TReDS**, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.**

(20) **Comprehensive Annual Maintenance Contract:** Not applicable
(21) **EMD/Bid security**: Not Applicable
(22) **Price variation clause:** PVC clause is applicable as per PVC annexure to SCC.

Note: After price bid opening, L1 Bidder has to provide detailed price break up for scope of supply as per purchase specifications.

With this, we hereby confirm that all the terms & conditions as indicated in Instructions to Bidders (Document Ref: CE: PR: 001- Rev 05) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 04) are accepted without any deviation.

Vendor's Signature with Seal