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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. : SGNICVB021

RFQ Date : As per NIC Portal

RFQ Due Date : As per NIC Portal

Customer/Project : CE/1999 VB_80Sets

Scope Description : Supply of Saloon HVAC as per tender spec.

Kindly submit your quotation as **single/two/three-part bid** (Pre-Qualification Criteria-1st part; Techno-Commercial bid-1st part & Price bid-2nd Part) in E-Procurement System portal: <https://eprocurebhel.co.in> within the Due- Date and tender opening date as per the NIC Portal.

Purchase Executives: Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below:

suyash@bhel.in or pavankumarh@bhel.in (for commercial terms)
piyush1@bhel.in or jshukla@bhel.in (for technical clarifications)

Preference to Local (MII) & MSE vendors: As per GoI Notifications.

Destination:

Main Supply:

1. TRSL-Kolkata: 8 Rakes
2. ICF-Chennai / TRSL-Kolkata: 24 Rakes

Spares & Maintenance Kit shall be at the Maintenance Depots –

1. Anand Vihar, Delhi,
2. Wadibunder, Mumbai

Note: Firm Delivery date will be indicated after clearance of 2 Prototype Rakes (scheduled in 2025) for the above-mentioned supplies.

Detailed Consignee details will be issued by BHEL along with Despatch Clearance.

- **Terms of Delivery / Scope of supply:** FOR Destination mentioned above (including Freight, P&F, Insurance, Taxes etc.).

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	Reverse Auction (RA) <i>(strike off, if not applicable)</i>	BHEL shall be resorting to Reverse Auction (Guidelines as available on http://www.bhel.com/index.php/vender) 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	Parting of license for imported raw materials <i>(strike off, if not applicable)</i>	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 14 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	

		<p>-Material for 2 rakes: by 27/06/2024 (tentative) -Material for 12 rakes: by 2026* -Material for 18 rakes: by 2027*</p> <p>*Firm Delivery date will be indicated after clearance of 2 Prototype Rakes (scheduled in 2025) for the balance supplies.</p> <p>The Equipments as per tender has to be supplied to meet the above rake completion schedule.</p>		
04	<p>Terms of Payment at the time of material supply</p> <p><i>(strike off, whichever is not applicable)</i></p>	<p>Refer Clause "F" of Instructions to Bidder for BHEL standard Payment terms and loading factors applicable for non-compliance against payment terms:</p> <p>Indigenous Scope : a) Supply with Service(s) b) Supply only methodology – As per Price Bid line items & BOM of technical spec.</p> <p>Imported Scope: c) Supply with Service(s) d) Supply only</p> <p>High-Sea sales: e) Supply with Service(s) f) Supply only</p> <p>Spares: b) and/or d)/f) depending upon the scope</p>	AGREE	
05	<p>Declaration of local content : The 'Class-I local supplier'/'Class-II local supplier' shall be required to indicate percentage of 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.</p>	<p>'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.</p> <p>{'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.</p> <p>'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.</p> <p>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}.'</p> <p>(Refer Clause 'A' Sl. No. 12 of Instructions to Bidders).</p>	<p>Percentage of local content : _____%</p> <p>Details of the Location(s) at which the local value addition is made :</p> <hr/> <p>(CA Certification must be submitted along with offer)</p>	

06	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).		
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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 **3_ 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/RA, 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.

Note: Vendor shall provide Price validity for the following for a period of 6 years from the date of supply of main equipment

- Spares as per spec
- Maintenance as per spec

(3) **Warranty:** **36_ months** from the date of dispatch of goods (or) **24_ months** from the date of commissioning, whichever is earlier.

(4) **Performance Bank Guarantee (PBG):** PBG will be applicable for a period of **36_ months** from the date of dispatch of goods + claim period of **03 months**, for a value equal to **10% of the basic** of purchase order **value (Supply Portion only)**. It shall however be noted that PBG is not applicable against supply of Mandatory Spares and Maintenance.

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.

Inspection Agency: ISA/BHEL/RDSO or any other approved Agency or any combination of these. Inspection clause is available at Point-6 of GCC.

(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, NIL Short-Shipment Certificate, insurance intimation letter, E-way bill, original Performance Bank Guarantee (directly from issuing bank to BHEL), Country of Origin certificate and 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-EDN 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 (for indigenous scope of supply):** Freight & Insurance charges shall be to vendor's account only. Bidder to quote reasonable Freight charges along with applicable taxes, in price bid.

(7) **Evaluation criteria to determine L1 bidder:**

~~(a) Item-wise evaluation of tendered item.~~

~~(or)~~

(b) Items will not be split on item-wise lowest offer. Evaluation of the lowest bidder will be done as a combined package basis.

(8) **Erection Supervision and Commissioning:** As per technical spec.

(9) **Maintenance Contract:** As per Spec & Price Bid. Separate PO may also be placed for smooth execution (if Applicable).

(10) **SPV Clause:** An separate Special Purpose Vehicle (SPV) may be created for undertaking the requirement of maintenance of trains for Vande Bharat Project. In the event of formation of SPV, the orders/obligations for post supply scope including warranty/AMC/Spares supply etc. shall be transferred by BHEL to the newly formed SPV and the supplier shall remain responsible for execution of all post supply obligations to the SPV in line with the transferred scope to SPV by BHEL.

(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 techno-commercial bid (Part-I, in case of two/three part 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 accepted without any deviation.

Vendor's Signature with Seal