



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 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.

BHEL-EDN invites you to quote your best competitive prices as per the purchase specification.

RFQ No. MGRM0000427

Customer/project: M/s. TANGEDCO/Udangudi (2X660 MW) STPS

Consultant: M/s. TCE

Item Description: Steam and Water Analysis System (SWAS)

Type of Bid: Two-Part Bid (Pre-Qualification bid + Techno-commercial bid: Part-I; Price-bid: Part-II)

Kindly submit your quotation as two-part bid in EPS portal: <https://eprocurebhel.co.in/nicgep> within the extended Due- Date & Time of 29.09.23,04:00 PM.

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 siprarani@bhel.in

Destination for Indigenous scope of supply: Complete set of items are to be directly despatched to BHEL stores located at M/s. TANGEDCO/ Udangudi STPS, Thoothukudi District, Tamilnadu-628203

Reverse Auction: Not applicable for this tender.

Terms of Delivery:

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

Bidder to indicate the BoM for Indigenous scope offered with delivery term as Ex-works:

II. Imported scope of supply (for Air consignment): F.C.A. < Bidder to indicate Port of Export > / C.I.F. < Bangalore port > (including Packing & Forwarding, Handling, Ancillary charges like processing of Sight Draft/ Letter of Credit, negotiation of bank documents, Export declaration, Country of Origin etc.).

Bidder to indicate the BoM for Import scope along with **delivery Incoterm** and indicate the corresponding dimension & weight details (approx.) as the same is required for calculating Inland freight charges:

It shall be noted that packing of imported item should be such that consignment is in stackable condition.

Following details shall be provided against indigenous supplies and services:

- a. GeM Seller ID: _____
- b. If bidder is MSE vendor, is supporting document enclosed: Yes /No
(Supporting document viz., Udyam certificate has to be enclosed to establish as MSE)
- c. GSTIN (no.) of place of supply: _____
- d. HSN (Harmonized System of Nomenclature) code: _____
Applicable tax and Rate: _____ & _____
- e. SAC (Service Accounting Code) no.: _____
Applicable tax and Rate: _____ & _____
- f. GSTIN (no.) of place of supply of service: _____

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

SL NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	REMARKS, if any
01	<p>Delivery Period <u>Note:</u> Delivery period mentioned here is only indicative. Bidder/s are requested to quote the earliest and best possible Delivery period under bidder's confirmation column.</p>	<p>i) Main supply: Within 28 weeks from the date of issue of Manufacturing clearance along with approved document.</p> <p>ii) Shelf-life items viz., Commissioning Spares & Consumables/reagents: Within 13 weeks from the date of issue of Manufacturing clearance.</p> <p>iii) Mandatory Spares: Within 17 weeks from the date of accordance of manufacturing clearance by BHEL.</p> <p><u>Tentative delivery schedule:</u> Unit#1 – Mar'24; Unit#2 – Jul'24 & Mandatory Spares – Jun'25. Delay in contractual delivery will attract Penalty as per GCC Clause no.04.b. (There may be a phase shift of about 04 months from the delivery time-lines depending on site progress).</p>	<p>AGREE</p> <p>..... weeks</p>	
02	<p>Terms of Payment at the time of material supply</p> <p><u>Note:</u> MSME vendors may opt to get payment through Trade Receivables Discounting System (TReDS)</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-Main supply:</p> <p>a) Supply with Service(s) b) Supply only</p> <p>Imported Scope- Main supply:</p> <p>c) Supply with Service(s) d) Supply only</p> <p>High Sea sales(HSS)- Main supply:</p> <p>e) Supply with Service(s) f) Supply only</p> <p>Commissioning Spares, Consumables/reagents & Mandatory Spares: b) and/or d)/f) depending upon the scope</p>	<p>AGREE</p>	

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 (for indigenous scope of supply):** Freight charges shall be to vendor's account. Bidder to quote total lump sum reasonable freight charges in Price-BoM.
- (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 28 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 or 18 months from commissioning, whichever is earlier. However for any repaired/replaced goods during the defect liability period, the warranty shall be extended till 12 months only for that repaired/replaced goods portion.
- (4) **Evaluation criteria to determine L1 bidder:** Items will not be split on item-wise lowest offer. 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) & *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.
 - 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) & *Office Memorandum* issued by Department of Expenditure dt:18.05.2023.

{'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.}'

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% to local suppliers with default minimum local content of 50%.

Non-Local suppliers are also eligible to participate in this tender.

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

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.

- (5) **Submission of documents post PO viz., drawings /data sheet/QAP etc. as indicated in Cl: 04 of GCC:** Within 23 days from the date of receipt of PO. Delay in the 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 within 05 working 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 following documents, as applicable, depending upon finalised 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 POD (Proof of Delivery) on L/R etc.

The precise list of despatch documents needed for the project will be specified in the 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 Commissioning spares / consumables / reagents & 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 (excluding Optional items & 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 successful completion of installation & commissioning.

- (9) 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."

- (10) **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.

- (11) It is the obligation on the part of supplier to discharge his liability by payment of GST to Government of India in cash (or) utilization of input Tax credit in respect of such supply or services through GST invoice under this contract, so that BHEL will avail input tax credit on such supply. In the event that the input tax credit of the GST charged by the supplier is denied by the tax authorities to BHEL due to reasons attributable to supplier, BHEL shall be entitled to

recover such amount from the supplier by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, BHEL shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on BHEL.

If BHEL is not able to avail the credit of CGST & SGST/IGST, partially or entirely because the supplier issued a defective invoice or failed to produce the requisite documents, then the supplier shall immediately indemnify BHEL for such loss of tax credit which would be otherwise available to BHEL. BHEL, in such case, may, at its sole discretion, decide to recover such loss by way of deduction from payment due to the supplier or invoking the Performance Bank Guarantee.

The classification of goods as per GST should be correctly done by the supplier to ensure that ITC benefit is not lost to the BHEL on account of any error on the part of the supplier.

Any statutory increase in taxes and duties (i.e GST) or introduction of new taxes and duties within the Contractual Delivery Period shall be to BHEL's account and shall be reimbursed against documentary evidence.

Any variation in CGST & SGST / IGST at the time of supplies for any reason other than statutory, including variations due to turnover, shall be borne by supplier.

In case GST or any taxes or duties is not applicable at present but become applicable at the time of contractual delivery period due to any reason other than statutory, the same shall be borne by supplier.

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 along with integrity pact shall be furnished as a part of Techno-commercial (i.e., Part-I) bid.