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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.

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

RFQ No. MGRM0000412

Customer/project: TSGENCO/Yadadri (5x800MW) TPP

Item Description: Flue gas Analyzer (CEMS) along with Mandatory Spares - SCR, FGD & Chimney locations.

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

Type of Bid: TWO-PART BID (Pre-Qualification + 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 04.11.2022,13:00 hrs. IST.

Destination: For Indigenous scope of supply, items have to be directly despatched to YADADRI (5X800 MW) STPP-U#3-5, Veerlapalem village, Wadapally, Dameracherla, Telangana-508207.

Terms of Delivery:

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

Imported scope of supply (for air consignments): F.C.A. < indicate international port of dispatch > / 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 kindly indicate the approximate dimension & weight details of total imported consignment, as the same is required for calculating freight charges: _____

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

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	Reverse Auction	BHEL shall be resorting to Reverse Auction (Guidelines as available on https://www.bhel.com/guidelines-reverse-auction-2021) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their electronic price bid along with applicable loading, if any, shall be considered for ranking.	AGREE	
02	Delivery Period	i) For Main scope of supply (excluding cylinders), delivery period shall be within <u>20</u> weeks from the date of issue of Manufacturing clearance along with approved document. ii) For cylinders (part of main plant scope), delivery period shall be within <u>08</u> weeks from the date of accordance of manufacturing clearance by BHEL just prior to commissioning of equipment. iii) For mandatory spares, delivery period shall be within <u>15</u> weeks from the date of accordance of manufacturing clearance by BHEL after execution of main supplies. Delay in contractual delivery will attract Penalty as per GCC Clause no.04.b.	AGREE weeks	
03	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-Main supply (excluding cylinders & Loose items): a) Supply with Service(s) Imported Scope- Main supply: c) Supply with Service(s) High-Sea sales- Main supply: e) Supply with Service(s) Cylinders, Loose items & Mandatory Spares: b) and/or d)/f) depending upon the scope	AGREE	

04	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: _____	
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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 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 along with applicable tax in priced offer.
- (2) **Validity**: The offer will be valid for a period of 75 days from the date of Part-I bid opening and in case of Negotiation/Reverse Auction, 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 **36 months** from the date of dispatch (or) 30 months from commissioning, whichever is earlier.

However, Warranty for Consumables eg., Calibration gas cylinders is applicable only for a period of 12 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.
 - 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 an opportunity to match L-1 price and contract will be awarded for 100% of total value.
 - b. Preference to Make in India products (refer clause 'A' Sl. No. 12 of Instructions to Bidders): 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.

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

It shall be noted that Purchase preference to Micro and Small Enterprises clause will get precedence over this clause.

{‘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}.’

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

- (5) **Submission of documents post PO viz., drawings /data sheet/QAP etc. as indicated in Cl: 04 of GCC:** Within 02 weeks 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 comments from end-user/consultant/buyer, revised documents have to be submitted incorporating all corrections within 07 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 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.

- (7) **Performance Bank Guarantee:** 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 value of purchase order. It shall however be noted that PBG is not applicable against supply of Calibration-Gas Cylinders, Loose items & 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 Cylinders, Loose 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 completion of successful installation & commissioning.

- (9) Based on the under-mentioned declaration of Bidder as insisted under Rule 144(Xi) of General Financial Rules,2017 amendment dt 23.07.2020, 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.

- (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.

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 along with Part-I bid.