
	TUIRIEL HYDRO ELECTRIC PROJECT – 3 X 30 MW, NEEPCO PROJECT, MIZORAM	Enquiry No 77/16/6003/ASM
ISG Bangalore	COMMERCIAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY WORK SHOP INSTRUMENTS –TESTING AND CALIBRATING device	Specification No IS-1-02-2013/037


Sl.No.	TERMS	BHEL ACCEPTABLE TERMS	BIDDERS CONFIRMATION
01	PRICE BASIS	<p>Firm for entire period of contract, FOR Site Basis, inclusive of packing, forwarding and freight charges.</p> <p>Insurance by BHEL.</p> <p>The price evaluation shall be done “ITEM WISE” on Total Cost Basis (All inclusive FOR destination price) i.e. Ex-Works +ED+ CST/ VAT + freight charges + Any other taxes (if any) for each item.</p> <p>All taxes & duties, freight charges etc. shall be indicated separately in the price bid against the applicable column.</p> <p>Any new taxes/duties imposed by Government after placement of PO shall be reimbursed as per actual on documentary evidence. The quoted Price shall be in INR only.</p> <p>Note: - Demonstration, training and handing-over of all instruments to Customer SHALL BE IN BIDDERS SCOPE. WHICH includes boarding/ lodging, travel to site and local conveyance. NO SEPARATE PRICE TO BE QUOTED FOR DEMONSTRATION AND HANDING OVER.</p>	
02	Excise Duty	<p>Present rate of Excise Duty to be indicated in the price bid. ED is payable extra as per rates applicable at the time of despatch (within PO delivery period) against original buyer’s copy of EDGP/Invoice Cum EDGP. Transporters copy of EDGP/EDGP cum Invoice must be sent along with the consignment.</p>	
03	Other Taxes	<p>CST/ VAT shall be indicated separately in the sealed price bid with limiting values. Present rate of these taxes shall also be indicated in the offer. No form other than ‘C’ form shall be issued by BHEL and hence the vendors shall quote the concessional sales tax accordingly.</p> <p>CST (for interstate supplies) shall be payable extra at actual as per the prevailing rates at the time of dispatch (within the PO delivery period) against issue of “C” form by BHEL in exchange of “E1” form from Vendor limited to the amount indicated in the price bid.</p> <p>VAT (for intra state supplies) shall be payable extra at actual as prevailing at the time of dispatch (within the PO delivery period) limited to the amount indicated in the price bid.</p>	

REV-00	DATE: 23.04.2016	Page 1 of 10	VENDORS SIGNATURE & COMPANY SEAL
--------	------------------	--------------	----------------------------------

	TUIRIEL HYDRO ELECTRIC PROJECT – 3 X 30 MW, NEEPCO PROJECT, MIZORAM	Enquiry No 77/16/6003/ASM
ISG Bangalore	COMMERCIAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY WORK SHOP INSTRUMENTS –TESTING AND CALIBRATING device	Specification No IS-1-02-2013/037


		<p>Please indicate present rate of CST/ VAT.</p> <p>Upon reaching VAT limit for intrastate supplies, subsequent intrastate supplies shall be treated as ‘VAT INCLUSIVE’.</p> <p>Any statutory variation in taxes & duties including new taxes & duties, during the contract execution stage (within the PO delivery period), after placement of order, shall be payable extra at actual on production of documentary evidence. No variation in taxes & duties is payable for bought out items of the vendor.</p>	
04	Freight	<p>Equipments/ pipes to be dispatched by road on freight prepaid and on door delivery basis. Freight Charges to be indicated separately in the price bid. Freight charges shall be payable extra at actual against submission of original stamped money receipt from the transporter and limited to the amount indicated in the price bid. Freight charges quoted shall be inclusive of service tax as applicable.</p>	
05	Insurance	<p>Insurance coverage for the above project is by BHEL. However successful vendor should fully support BHEL to realise their claims in case of any type of damage, theft, loss etc by submitting documents, co-ordination with insurance surveyor, lodging of FIR and complying with all procedures for realisation of claims from insurance.</p>	
06	Terms of Payment For Supply	<p>IF VENDOR INSISTS TO TAKE DEVIATION TO THIS TERM SHALL BE LIMITED TO THE TERMS INDICATED IN THE LOADING FACTOR ATTACHED.</p>	
A	Against Dispatches	<p>Eighty percent (80%) of equipment price +100% taxes + 100% Freight charges shall be released upon dispatch of equipment from vendor works, on production of invoices and satisfactory evidence of shipment along with dispatch documents as stipulated in PO. For Claiming the freight charges vendor to submit the Money receipt from transporter. Freight charges payable shall be limited to the value indicated in the P.O.</p>	
B	Against MRC	<p>Ten percent (10 %) of equipment price shall be released on receipt of materials at site, physical verification and certification (MRC) by BHEL. No deviation is allowed for this term.</p>	

REV-00	DATE: 23.04.2016	Page 2 of 10	VENDORS SIGNATURE & COMPANY SEAL
---------------	-------------------------	---------------------	---

	TUIRIEL HYDRO ELECTRIC PROJECT – 3 X 30 MW, NEEPCO PROJECT, MIZORAM	Enquiry No 77/16/6003/ASM
ISG Bangalore	COMMERCIAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY	Specification No IS-1-02-2013/037
	WORK SHOP INSTRUMENTS –TESTING AND CALIBRATING device	


C	Against demonstration & Final Acceptance by customer	<p>Ten percent (10 %) of the equipment price shall be released upon successful demonstration and issuance of Acceptance certificate by NEPPCO.</p> <p>Note: If the Demonstration Test is not conducted up to 24 months from supply completion (Date of invoice) for reasons not attributable to the vendor, then last 10% payment will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight).</p>	
07	Delivery Schedule	<p>Delivery shall be completed by 3 months from the date of manufacturing clearance.</p>	
08	GUARANTEE PERIOD	<p>18 Months from the date of last supply or 12 Months from the date of demonstration, whichever is earlier.</p>	
09	LIQUIDATED DAMAGES	<p>In the event of delay in agreed contractual delivery, LD @ 0.5% of total order value (Basic) per week of delay or part thereof, subject to a maximum of 10% (Ten Percent) of Total Order Value (Basic).</p> <p>Date of inspection call along with Internal Test Certificate will be taken as delivery date for LD purpose, provided the material is found ready and acceptable during inspection.</p>	
10	PERFORMANCE BANK GUARANTEE	<p>Supplier/Vendor to furnish unconditional Bank guarantees for 10% of the total order value (Ex-works) to be submitted within 10 Days from the date of LOI. PBG to be kept valid up to the guarantee period with a claim period of 3 Months more than the guarantee period of all the equipment and services covered under the scope. In case the contract delivery is extended, the validity of the Bank Guarantee shall also be extended accordingly without any additional cost implication to BHEL.</p>	
11	INSPECTION	<p>By Customer/ Consultant / BHEL/ Third party as the case may be at manufacturer's works prior to dispatch. Vendor to give minimum of 21 days notice for inspection along with internal test certificates. In case the items are not found ready after the inspection call, then the expenses incurred by Customer/ Consultant/ BHEL/ Third Party for travel, stay etc.</p>	

REV-00	DATE: 23.04.2016	Page 3 of 10	VENDORS SIGNATURE & COMPANY SEAL
---------------	-------------------------	---------------------	---

	TUIRIEL HYDRO ELECTRIC PROJECT – 3 X 30 MW, NEEPCO PROJECT, MIZORAM	Enquiry No 77/16/6003/ASM
ISG Bangalore	COMMERCIAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY WORK SHOP INSTRUMENTS –TESTING AND CALIBRATING device	Specification No IS-1-02-2013/037


		<p>shall be recovered from the supplier's/ vendor's bills.</p> <p>Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL/ NEEPCO (as applicable). Required assistance will have to be given by the vendor at the time of pre-shipment inspection. Any damage observed/ rejection during inspection should be made good or replaced immediately without any extra cost to BHEL.</p>	
12	SPLIT ORDER	<p>BHEL will split the purchase order based on the item wise lowest offer. Confirm acceptance of order for part quantities and part items.</p>	
13	DRAWING SUBMISSION	<p>For meeting this delivery schedule Vendor has to submit the drawing progressively from 15 days from the date of LOI. Corresponding Drawing approvals will be given within 2 weeks from the date of drawing submission.</p> <p>BHEL shall obtain the approval. For obtaining drawing approval from customer/consultant, vendor shall depute their concerned engineers for clarifications/discussions.</p>	
14	VALIDITY OF OFFER	<p>120 Days from the date of Techno-Commercial Bid Opening.</p>	
15	Arbitration	<p>Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman & Managing Director/ Executive Director (In-charge of the Unit)/ General Manager (In-charge of the Unit) / concerned Additional General Manager of the Unit of BHEL and if such Chairman & Managing Director/Executive Director (In-charge of the Unit) / General Manager (In-charge of the Unit) / concerned Additional General Manager of the Unit of BHEL is unable</p>	

REV-00	DATE: 23.04.2016	Page 4 of 10	VENDORS SIGNATURE & COMPANY SEAL
---------------	-------------------------	---------------------	---

	TUIRIEL HYDRO ELECTRIC PROJECT – 3 X 30 MW, NEEPCO PROJECT, MIZORAM	Enquiry No 77/16/6003/ASM
ISG Bangalore	COMMERCIAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY WORK SHOP INSTRUMENTS –TESTING AND CALIBRATING device	Specification No IS-1-02-2013/037


		<p>to or unwilling to act, as the sole arbitrator, such dispute will be referred to the sole arbitration of some other person appointed by the Chairman & Managing Director/Executive Director (In-charge of the Unit) / General Manager (In-charge of the Unit) / concerned Additional General Manager of the Unit of BHEL who is willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. There will be no objection, if the arbitrator so appointed is an employee of BHEL and that he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, such Chairman & Managing Director/Executive Director (In-charge of the Unit) / General Manager (In-charge of the Unit) / concerned Additional General Manager of the Unit of BHEL as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as sole arbitrator in accordance with the terms of the contract, and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.</p> <p>It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.</p> <p>The arbitrator (s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.</p> <p>The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings. Further, no</p>	
--	--	--	--

REV-00	DATE: 23.04.2016	Page 5 of 10	VENDORS SIGNATURE & COMPANY SEAL
---------------	-------------------------	---------------------	---

	TUIRIEL HYDRO ELECTRIC PROJECT – 3 X 30 MW, NEEPCO PROJECT, MIZORAM	Enquiry No 77/16/6003/ASM
ISG Bangalore	COMMERCIAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY WORK SHOP INSTRUMENTS –TESTING AND CALIBRATING device	Specification No IS-1-02-2013/037


		<p>coercive action should be taken by the parties under the dispute during the arbitral proceedings.</p> <p>The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.</p>	
16	DEFAULT / BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE	<p>If Seller/ Contractor fails to deliver goods or materials or any installment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply goods or materials covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of Order/ Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/ Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/ Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act or if the Seller/ Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the Purchaser may be put to incur or sustain by reason of Seller/ Contractor's default or breach of Order/ Contract, Purchaser shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller/ Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which</p>	

REV-00	DATE: 23.04.2016	Page 6 of 10	VENDORS SIGNATURE & COMPANY SEAL
---------------	-------------------------	---------------------	---

	TUIRIEL HYDRO ELECTRIC PROJECT – 3 X 30 MW, NEEPCO PROJECT, MIZORAM	Enquiry No 77/16/6003/ASM
ISG Bangalore	COMMERCIAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY WORK SHOP INSTRUMENTS –TESTING AND CALIBRATING device	Specification No IS-1-02-2013/037


		<p>shall be final, readily procurable, at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess costs provided that the Seller/ Contractor shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause. The Seller/ Contractor shall on no account be entitled to any gain on such repurchases.</p> <p>Cost of the purchases made by Purchaser at the risk and cost of Seller/ Contractor shall be worked out as: "Excess cost (difference in total values of new PO/ WO and old PO/ WO) plus 15% overheads as Departmental charges on the ex-works value of new PO/WO".</p>	
17	CONSIGNEE ADDRESS AND LOCATION OF SITE	<p>To be intimated at the time of despatch clearance. This Project is located at Kimi Power House Site, West Kameng District, and Arunachal Pradesh.</p>	
18	REVERSE AUCTION	<p>BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.</p> <p>In case the reverse auction could not be completed due to any reasons, BHEL reserves the right to open the sealed price bids in public and finalize the placement of order accordingly. The Reverse Auction shall be done as per BHEL rules and the bidders shall abide by the same. The Terms & Conditions of Reverse Auction is enclosed as Annexure-B to this CTC.</p>	
19	REJECTION OF	<p>BHEL reserves the right to accept or reject any or all offer</p>	

REV-00	DATE: 23.04.2016	Page 7 of 10	VENDORS SIGNATURE & COMPANY SEAL
---------------	-------------------------	---------------------	---

	TUIRIEL HYDRO ELECTRIC PROJECT – 3 X 30 MW, NEEPCO PROJECT, MIZORAM	Enquiry No 77/16/6003/ASM
ISG Bangalore	COMMERCIAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY WORK SHOP INSTRUMENTS –TESTING AND CALIBRATING device	Specification No IS-1-02-2013/037


	OFFER	without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL's decision in this regard shall be final & binding.	
20	LOADING FACTOR	Any deviation to BHEL requirements mentioned under commercial terms and conditions enclosed to the enquiry shall be loaded while evaluating, comparison of prices and L1 will be derived. Basis for loading will be as per the guide lines prescribed in the loading factor sheet enclosed to the enquiry. Acceptance by the vendor is must for this clause, if not the offer will be rejected.	
21	MSME/SC/ST OWNED CATEGORY	Any Bidder falling under MSME/SC/ST category/ SSI unit shall furnish the details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer. If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME/SC/ST Owned category/ SSI unit. "MSE suppliers can avail the intended benefits only if they submit along with the Offer, attested copies of either EM II certificate having deemed validity (five years From the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) Applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid	

REV-00	DATE: 23.04.2016	Page 8 of 10	VENDORS SIGNATURE & COMPANY SEAL
---------------	-------------------------	---------------------	---

	TUIRIEL HYDRO ELECTRIC PROJECT – 3 X 30 MW, NEEPCO PROJECT, MIZORAM	Enquiry No 77/16/6003/ASM
ISG Bangalore	COMMERCIAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY WORK SHOP INSTRUMENTS –TESTING AND CALIBRATING device	Specification No IS-1-02-2013/037

		<p>opening. If the tender .is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. "</p>	
22	Dealer/Agent	Please read the attachment for Dealer/Agent	
23	DEALING WITH BANNED SUPPLIERS / CONTRACTORS IN BHEL	Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com	
24	ECS Payment	<p>Payment will be made by e-payment only and for which the vendors are to provide the following information along with their offers in their letter head dully signed.</p> <p>Information to be Provided: BANK NAME, BANK ADDRESS, BANK PHONE, IFSC CODE (NEFT), BANK ACCOUNT NUMBER, PAN, SERVICE TAX NUMBER, TIN, EMAIL ID.</p>	
25	Bills Submission	<ol style="list-style-type: none"> 1) All your invoices against our order are required to be sent in a sealed envelope addressed to BHEL-ISG VENDOR BILLS BOX, BHEL-INDUSTRIAL SYSTEMS GROUP, OPP IISc, PROF. C.N.R. RAO CIRCLE, MALLESWARAM, BANGALORE - 560 012. The envelope shall be super-scribed with Project Name/PO.No/W.O No and the bill/Invoice Numbers & Contact person. 2) Bills/Invoices which are brought personally by vendors to ISG are to be dropped in the "BHEL-ISG Vendor Bill Box" Kept near Tender Box at the reception office. 	

REV-00	DATE: 23.04.2016	Page 9 of 10	VENDORS SIGNATURE & COMPANY SEAL
---------------	-------------------------	---------------------	---

	TUIRIEL HYDRO ELECTRIC PROJECT – 3 X 30 MW, NEEPCO PROJECT, MIZORAM	Enquiry No 77/16/6003/ASM
ISG Bangalore	COMMERCIAL TERMS AND CONDITIONS FOR SCOPE OF SUPPLY	Specification No IS-1-02-2013/037
	WORK SHOP INSTRUMENTS –TESTING AND CALIBRATING device	

NOTE:

A	Vendors are requested to give their confirmation/ acceptance to all above clauses for consideration of their offers. Bids with deviations shall be liable for rejection and decision of BHEL in this regard shall be final. Bidders are advised to visit the site and study prevailing site conditions including law & order etc. before quoting.
B	All the columns of the above format should be filled and any column if left blank will be treated as accepted/ included. The commercial terms & conditions shall be submitted in this format only. In case any bidder has submitted the commercial terms & conditions in any other format, same shall be treated as NULL and void and such offers shall be liable for rejection.
C	Un Priced bid to be enclosed with techno-commercial bid (Part-1). Respective columns of the un-priced bid to be filled with " QUOTED " as an indication that the price for the item has been indicated in the price bid. Any column if left blank in the un-priced bid will be deemed to have been included.
D	Vendors to submit signed & stamped copy of all the documents of this enquiry along with the techno-commercial bid (Part-1). All the sheets submitted in the offer shall be stamped & signed by the authorized signatory. Offer shall be submitted in original and no duplicate copy of the offers shall be submitted.
E	In the event of any conflict between requirement of any clause of this specification. Documents/ drawings/ data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of the tender document, the same to be brought to the knowledge of BHEL by the bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on the vendor. Any typing error/ missing pages/ other clerical errors in the tender documents, noticed by the bidder (s) must be pointed and communicated to BHEL (for clarification) in writing before due date of seeking clarifications, or else, BHEL's interpretation shall prevail and shall be binding on the vendor.
F.	No Material shall be dispatched without written dispatch clearance from BHEL-ISG (MM Dept).
G.	Bidders are requested to submit the following contact details in a separate sheet (signed & stamped) for correspondence during techno-commercial evaluation of the tender. <ol style="list-style-type: none"> 1. Name & Designation of Contact Person 2. Contact No. & FAX No. of the Contact Person 3. Email ID of contact person (alternate email IDs may also be provided) 4. Complete Postal address of the company/ organization <p>Supplier's Signature with Date: Name: Company Seal:</p>

REV-00	DATE: 23.04.2016	Page 10 of 10	VENDORS SIGNATURE & COMPANY SEAL
---------------	-------------------------	----------------------	---