



PROJECT:
2X800MW YERMARAS TPS ,RAICHUR,KARNATAKA

**Commercial Terms
& Conditions**
77/13/6148/T&C

Name of the Bidder :
Enquiry No. & Date : 77/13/6148/SHA dated 24.08.2013
Project : 2 X 800 MW Yermaras TPS, RPCL
Scope of Work : Supply and Supervision of E&C of Secondary Crusher -
Ring Granulator. (Please refer detailed NIT)

SL No.	Clause	BHEL Requirement	Suppliers Acceptance / Remarks
1.0	Price basis for Supply	<p><u>For Indigenous Supplier & Indian Agents of Foreign Suppliers</u> Firm Ex-Works price till completion of the project, inclusive of packing & forwarding charges. MCE insurance by BHEL. Any new taxes / duties imposed by Government after placement of PO shall be reimbursed as per actual on documentary evidence.</p> <p>CIF value of import content is to be declared by the vendor only in the price bid. Vendor will furnish documentary evidence for CD / CVD / SAD as applicable, paid for imported components and same will be reimbursed. In case vendor does not indicate CIF value in the price bid, then it is presumed that no imported item is envisaged / no custom duty is to be reimbursed.</p> <p><u>For Foreign Supplier</u> Firm till completion of the project, CFR Indian Port, inclusive of Sea-worthy packing, forwarding and Marine freight. MCE insurance by BHEL. 3% of Ex-works value (for freight from Indian Port to Site) to be considered during RA for arriving L1 status.</p>	
2.0	Sales Tax	<p>a) CST is payable extra against Form 'C'. E1 Form to be issued by Vendor against C Form. Present rate of CST to be indicated.</p> <p>b) If transaction is within the State, VAT or Local Sales Tax shall be payable extra. Present rate of this Tax to be indicated. Total value of Local Sales Tax amount for the supplies made within the state must be indicated.</p>	
3.0	Excise Duty	<p>ED is payable extra at actuals as per rates applicable at the time of dispatch. However, bidders shall indicate present rate of Excise Duty in their offer and the same shall not be considered for evaluation purpose. ED Gate Pass to be provided along with the invoice. Project is having Project import content. Essentiality certificate shall be issued for any import for availing</p>	



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		Concessional CD. Benefit accrues due to concession CD is to be passed to BHEL. BHEL shall issue necessary document for availing concession CD.	
4.0	Service Tax – E&C Services	Service tax is payable extra. However the same has to be indicated in the price bid separately.	
5.0	Site Location / Destination	2 X 800 MW YERMARAS TPS CHIKSUGUR, RAICHUR DIST KARNATAKA – 584 134, INDIA.	
6.0	Payment terms for Supply	<p>a) For Indigenous Suppliers :</p> <ol style="list-style-type: none">1. 90% of supply value against dispatch documents with 100% taxes and duties, within 60 days from the date of dispatch.2. 5% of supply value within 30 days against receipt of material at site. Receipted LR and all technical documents as per P.O. shall be submitted to BHEL.3. 5% of supply value against Trial run of the equipment within 60 days on certification by BHEL Site Engineer. <p>b) For Foreign Suppliers :</p> <ol style="list-style-type: none">1. 90% of supply value against supply of equipments against irrevocable L/C with a usance period of 60 days from the date of dispatch, to be opened after receipt of inspection call along with internal TCs. Getting the consignment cleared at the port of arrival and forwarding the same till final destination shall be in the scope of the supplier. LC opening charges shall be respective account. However LC amendment charges shall be to vendor's account.2. 10% of supply value against irrevocable L/C with a usance period of 60 days from the date of opening of LC against Trial run of the equipment.	



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7.0	Payment Terms for E&C site supervision	<p>1) 90% of the E & C price on prorata basis on progressive erection.</p> <p>2) 5 % against trial run of the system duly certified by BHEL Site Engineer</p> <p>3) 5% against FAC.</p>	
8.0	LIQUIDATED DAMAGES	<p>Any delay in PO delivery will attract LD at 0.5% of the order value per week of delay and prorata for a part of week subject to a maximum 10% of the total order value.</p> <p>Date of Inspection call along with internal TCs will be taken as delivery date for LD purpose, provided the material is found ready and acceptable during inspection.</p>	
9.0	PBG	<p>10% of the total contract value (Supply + E&C SUPERVISION) to be submitted <u>within 10 days from the date of LOA</u>, valid till the Guarantee Period + 3 months claim period.</p> <p>Initially this BG shall be valid up to the guarantee period from the date of LOA + 3 months claim period and the same shall be extended as required later to suit guarantee period.</p> <p>This BG shall be strictly as per the prescribed format of BHEL enclosed.</p> <p>BGs of PSU Banks in addition to consortium banks are only acceptable (List of consortium banks enclosed).</p> <p>In case of BGs issued by non consortium PSU banks, the same are to be enforceable in Bangalore.</p> <p>BGs to be submitted directly by the issuing bank to SR. DGM/MM/BG-1B, under registered post (A/D).</p>	
10.0	Delivery	<p>Delivery within 32 weeks from the date of LOI/PO.</p> <p>If the drawing approval is delayed beyond 2 weeks, the delivery schedule shall be extended accordingly.</p>	



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11.0	Guarantee Period	24 Months from the date of commissioning or 36 Months from the date of last despatch whichever is earlier.	
12.0	Drawing submission & approval	a) Drawing submission by the supplier shall be within 2 weeks from the date of LOI. b) Drawing approval by BHEL / Customer within 2 weeks of submission.	
13.0	Transit Insurance	Will be arranged by BHEL. However, vendors are requested to inform the dispatch details in advance to BHEL for arranging insurance.	
14.0	Validity of the offer	90 Days from the date of the opening of the tender. In case revised price bids are sought due to revision in BOM / scope during technical evaluation, then the revised price bids shall also be valid for another 60 days from the revised due date.	
15.0	Inspection	At manufacturer's works prior to dispatch by BHEL/Customer/Consultant. Inspection call with internal TC's to be given 15 days in advance. Penalty for items not ready after inspection call: The expenses incurred by Customer / BHEL for travel, stay etc. shall be recovered from the vendor's bills.	
16.0	Arbitration	Subject to Bangalore jurisdiction only based on Indian Arbitration Act 1996.	
17.0	Risk Purchase	In case of default/ late delivery, purchaser reserves the right to make alternate arrangement/ procurement at supplier's risk and cost.	
18.0	TDS FOR Income Tax	As applicable.	
19.0	Pre-Qualification Criteria	As per the Tender Specification Enclosed	



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20.0	Approval of sub-vendors	The supplier shall furnish the list of sub-vendors for approval, along with the Techno-commercial Bid.	
21.0	Evaluation of vendor	L1 Vendor for above enquiry (whether indigenous or foreign vendor) will be decided based on Ex-works + Freight charges up to Site. Exchange rates for foreign currencies shall be SBI selling rate applicable on the date of Techno-commercial (Part-1) bid opening.	
22.0	Other Terms	Part-1: Technical Bid: Please enclose this BHEL Commercial terms & Conditions accepting all the clauses along with your technical offer in a separate sealed envelop and super scribe as technical bid. Unpriced bid shall also be submitted along with the technical bid. Part-2: PRICE BID: Please mention the price and enclose in a separate sealed envelop. Price bid shall strictly be submitted in "PRICE SCHEDULE FORMAT" enclosed along with specification. a) Last day and time for submission of the tender : 16.09.2013 by 2.00 PM b) Time of collection of tenders from the tender box by MM / Finance Team : 16.09.2013 at 2:30 PM c) Time of tender opening : 16.09.2013 at 3 PM d) Venue of tender opening: Committee room. Please super scribe the cover with the Enquiry Number & date and the due date.	
23.0	REVERSE AUCTION	"BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation". In case the Reverse Auction fails or due to any other reason, BHEL reserves the right to open the sealed price bids in public and finalize the placement of order accordingly. Non Acceptance of this clause by the vendor will be deemed to be for rejection of offer.	
24.0	REJECTION OF OFFER	BHEL reserves the right to reject the offer, in case the bidders past performance in any of the BHEL's previous contract' is not found satisfactory.	
25.0	GUIDELINES For Indian Agents	Guide lines for Indian agents of the foreign suppliers to be followed as per Annexure-II	



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Note:

1. **Deviations will not be accepted by BHEL. Bids with deviations will be rejected.**
2. No prices to be filled in this format. All prices are to be filled up in the enclosed price bid Formats.
3. Un priced price bid to be enclosed with the techno - commercial bid.

Signature of the bidder with seal & Date