

**COMMERCIAL TERMS AND CONDITIONS - HVAC SYSTEM PACKAGE -
FOR SUPPLY ONLY.**

Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
1.0	Price	Firm for entire period of contract , FOR Site Basis, inclusive of packing, forwarding, all taxes & duties and freight charges. Insurance by BHEL. Any new taxes/duties imposed by Government after placement of PO shall be reimbursed as per actuals on documentary evidence. Price Evaluation is on FOR Site Basis Only.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
2.0	Excise Duty	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 buyers copy of EDGP/Invoice Cum EDGP. Transporters copy of EDGP/EDGP cum Invoice must be sent along with the consignment.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
3.0	Other Taxes	Sales Tax/ VAT / Service Tax and any other local taxes like Octroi, entry tax etc are to be included in the price and are to be seperately shown in the offer. Variations in taxes including new taxes/ duties as may be payable during the contract execution stage shall be payable extra on production of documentary proof. "E1" Form to be submitted by supplier to BHEL for availing "C" Form.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
4.0	Freight	Equipment to be despatched by road on freight prepaid and on door delivery basis. Lumpsum Freight Charges to be indicated in the price bid . This shall be paid against submission of original money receipt from the transporter and limited to the freight charges indicated in the price bid.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
5.0	Terms of Payment For Supply			
5.1	Against Approval of Design Documents and Quality Plan	Five Percent (5%) lump sum payment of total basic price (excluding taxes,duties & freight) against approval of design documents and quality plan as certified by Engineering. Design documents and quality plan shall be as defined in the Technical Specifications.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	

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5.2	Against Despatches	Eighty percent (80%) of equipment price +100% taxes + 100% Freight charges as per the agreed Billing Schedule, shall be released upon despatch of equipment from manufacturers works , on production of invoices and satisfactory evidence of shipment along with despatch documents as stipulated in PO and clearance issued by BHEL,within 30 days after receipt of commercially correct documents as per detailed Purchase Order. 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.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
5.3	Against MRC	Ten percent (10 %) of equipment price shall be released on receipt of materials at site, physical verification and certification (MRC) by BHEL.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
5.4	Against Guarantee Test & Final Acceptance by customer	Five percent (5 %) of the equipment price shall be released upon successful completion of Guarantee test and issuance of Acceptance certificate by PSEB. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then last 5% 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).	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
6.0	Delivery Schedule	Delivery shall be 4 Months from the date of manufacturing clearance. For meeting this delivery schedule Vendor has to submit the drawing progressively from 15 days to 30 days from the date of PO. Corresponding Drawing approvals will be given within 4 weeks from the date of drawing submission.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
7.0	Liquidated Damages for:			

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7.1	Supply	Liquidated Damages (LD) for delay in supplies is leviable @0.5% per week or part thereof on prorata basis limiting to 5 % of the total supply order Value. 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.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
7.2	Performance Bank Guarantee	Supplier/Vendor to furnish unconditional Bank guarantees for 10% of the total order value (Supply + E&C) to be submitted within 10 Days from the date of LOI. PBG kept valid upto 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.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
Note: a) The BGs submitted shall be strictly as per the prescribed format of BHEL Enclosed. b) BGs of PSU Banks in addition to consortium banks are only acceptable (List of Consortium banks enclosed). c) In case of BGs issued by non consortium PSU Banks, the same are to be enforceable in Bangalore. d) BGs to be submitted directly by the issuing bank to AGM/MM/BG-II under Registered Post (A/D).			NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
8.0	Inspection	By Customer/ Consultant / BHEL/ Third party as the case may be. Vendor to give minimum of 15 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/BHEL for travel, stay etc shall be recovered from the suppliers/vendors bill.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
9.0	Guarantee	12 Months from the date of commissioning or 24 Months from the date of last supply which ever is earlier.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
10.0	Defect Liability & Latent defect liability	Defect Liability Period Shall be Twelve (12) months from Commissioning (Schedule of COD for Unit - I is December'2014 and for Unit -II is March'2015 which is indicative) of the power plant. The Supplier/ Vendor's liability for defects Guarantee shall be limited to a period of Two (2) years from the end of Defect liability Period.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	

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11.0	Insurance	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 to all procedures for realisation of claims from insurance.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
12.0	Drawing Submission & Approval	Drawings shall be submitted by the Suppliers/Vendors within the time schedule indicated in Clause 6.0 above and BHEL shall obtain the approval. For obtaining drawing approval from customer/consultant, vendor shall depute their concerned engineers for clarifications/discussions.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
13.0	Validity of the offer	90 Days from the date of technical bid opening.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	

Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
14.0	DEFAULT / BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE	If Seller/ Contractor fails to deliver goods or materials or any instalment 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	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	

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		<p>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 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. 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 and old PO) plus 30% overheads as Departmental charges on the ex-works value of new PO".</p>		
15.0	Arbitration	<p>In the event of any dispute or difference arising out of execution of order/ contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by Seller/ Contractor in any manner touching upon order/ contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of Purchaser.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Bangalore and the cost of arbitration shall be borne equally by the parties.</p>	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
16.0	Income Tax Deductions	As per the prevailing rules.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	

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Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
17.0	Approval of Sub-vendors	The supplier shall furnish the list of reputed sub-vendors for approval, along with the Techno-Commercial Bid. However approval of sub vendor shall be subject to clearance from M/s PSEB.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
18.0	Quantity Variation	Since Enquiry is called for total package , any quantity variation for completion of the package shall be to bidders account without any additional cost to BHEL.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
19.0	Consignee Address	Will be intimated after order placement.		
20.0	Reverse Auction	BHEL reserves the right to go for Reverse Auction instead of opening the submitted sealed bid, which will be decided after technical evaluation. In case the reverse auction couldnot be completed due to any reasons, BHEL reserves the right to open the sealed price bids in public and finalise the placement of order accordingly. Non acceptance of this clause by the vendor will lead to rejection of offer.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
21.0	ECS Payment	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.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
22.0	Other terms and conditions	This tender is governed by the above Terms and Conditions.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
23.0	Bills Submission	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.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	

Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
24.0	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	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
	Note:			
A		Requested to vendors to give their confirmation/acceptance without any deviations to consider their offer. Bids with deviations is liable for rejection and decesion of BHEL will be final in this regard.		
B		All the coloumns of the above format should be filled and any coloumn left blank will be treated as accepted/included.		
C		Un Priced bid to be enclosed with techno-commercial bid. Respective price coloumn to be filled with "quoted" and any coloumn left blank will deem to have been included.		



Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
1.0	Price Basis for E & C	Firm till completion of the Project. WCT to be included in price if applicable. Service tax along with cess to be indicated separately and will be reimbursed at actuals. TDS shall be made for IT as per the act.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
2.0	Receipt, Unloading, Storage of materials at site, Security of the same round the clock & loading/unloading/transportation of materials from stores to different erection locations.	Is to be included in the scope of the bidder. Necessary manpower, tools, material handling equipment etc for carrying out these activities will be made available at site by the bidder from the date of opening of site office until closure of the project. <u>No separate payment term is allowed for this activity</u>	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
3.0	All consumables required for the erection, testing and commissioning	Is to be included in the scope of the bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
4.0	All material handling equipments like crane, fork lifter, scuff holding, tripods and any other for successful completion of the job.	Is to be included in the scope of the bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
5.0	Providing tarpaulins & covering materials as required for protection of materials at temporary storage place.	Is to be included in the scope of the bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
6.0	Labour license	By the bidder. Bidder should have valid license to work in Punjab State, if not the same should be produced within one month on award of the contract.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	



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7.0	Insurance	By the bidder for his workers, tools & tackles, workmen compensation insurance. Bidder shall also take third party insurance liability @ Rs. 2 Lakhs per occurrence upto maximum of Rs.10 Lakhs.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
8.0	Labour Laws	Bidder should follow all the labour laws as applicable at the place of work in Punjab State including payment of minimum wages fixed by Government of Punjab	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
9.0	Validity of the offer	90 Days from the technical bid opening.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
10.0	Any levy, Taxes, as applicable for the Project	By the Vendor. However any revision in Levies after LOI shall be reimbursed to vendor as per actuals.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	



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11.0	Contract schedule for E&C	<p>Erection of equipment shall commence on availability of fronts at site as notified by BHEL site engineer and Erection and commissioning of the package shall be completed by 2 months from the date of front availability.</p> <p>- Vendor shall prepare detailed E&C schedule to match the above Schedule which will be mutually discussed and approved. In case of non-compliance to agreed schedules / milestones, then it would be presumed that vendor / contractor is not fulfilling contractual obligations. BHEL reserves the right to take suitable action like operating "Risk & cost clause".</p> <p>In case the work gets delayed and scheduled completion gets extended due to reasons not attributable to the contractor, time extension will be granted by BHEL without any price implication. In any case, no compensation will be payable.</p>	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
12.0	Round-the-clock Security for the stores, temporary storage place & for the erected equipments till handing over to customer. (By a reputed agency)	In the scope of the bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	



Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
13.0	Against any theft or loss of materials from the stores or from the erected equipments – coordination with local police authorities lodging the FIR & obtaining the receipt for the same. Coordination with the Insurance agencies also.	In the scope of the bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
14.0	Performance Bank Guarantee	Supplier/Vendor to furnish unconditional Bank guarantees for 10% of the total order value (Supply + E&C) to be submitted within 10 Days from the date of LOI. PBG kept valid upto 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.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
15.0	Income Tax Deductions	As per the prevailing rules. BHEL shall provide TDS certificate.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
16.0	Liquidated Damages for E&C	Liquidated Damages for delay in completion of theErection & Commissioning as per schedule mentioned in Sl. No.11 above shall be leviable @ 0. 5% per week or part there of on prorata basis limited to 5% of total E&C Order value.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
17.0	Experience list for such jobs carried out for the last 3 years with supporting documents	To be furnished by the bidder along with the Technical Bid	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	



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18.0	List of cranes, tools, tackles, including the erection, alignment, like dumpy level, theodolite and special tools & tackles.	These items as necessary for completion of Erection & commissioning shall be in the scope of vendor. Vendor to furnish the list of these items along with the Technical Bid	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
19.0	Proposed organization chart for E&C activities including Engineers, supervisors, welders, rigger, fitters, skilled & unskilled work force planned for the execution of the job and no. of years experience. Welders certificate may be enclosed.	To be furnished by the bidder along with the Technical Bid	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
20.0	Terms of Payment			
20.1	Progressive Payment	Ninety percent (90%) of E&C contract price as per the agreed Billing Schedule shall be released upon installation services progressively based on the certification by BHEL and submission of RAB along with proof of wages paid, ESI, EPF etc.,duly certified by BHEL Engineer.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
20.2	Against Successful Commissioning	Five percent (5%) of E&C contract price as per the agreed Billing Schedule shall be released on successful commissioning of CHP and certification by BHEL.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	



Sl.No.	Clause	BHEL REQUIREMENT	LOADING FACTOR	Acceptance/Remarks
20.3	Against Completion of Performance Guarantee Test & Final Acceptance by Customer	Five percent (5%) of E&C contract price as per the agreed Billing Schedule shall be released on successful completion of Performance Guarantee test for the power plant as per the agreed procedure and certification by BHEL.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
21.0	Guarantee	12 Months from the date of commissioning of the Package	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
22.0	Defect Liability & Latent defect liability	Defect Liability Period Shall be Twelve (12) months from Commissioning (Schedule of COD for Unit - I is December'2014 and for Unit -II is March'2015 which is indicative) of the power plant. The Supplier/ Vendor's liability for latent defetcs Guarantee shall be limited to a period of Two (2) years from the end of Defect liability Period.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
23.0	DEFAULT / BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE	Conditions are same as clause 14.0 of commercial terms and conditions for supply.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
24.0	Arbitration	Conditions are same as clause 15.0 of commercial terms and conditions for supply.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
25.0	Approval of sub-contractors	The supplier shall furnish the list of reputed sub-contractors for approval, along with the Techno-Commercial Bid. However approval of sub-contractors shall be subject to clearance from M/s HNPCL.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
26.0	Quantity Variation	Since Enquiry is called for total package , any quantity variation for completion of package shall be to bidders account without any additional cost to BHEL.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
CTC_Ventillation_System.xls				Signature Stamp of the Bidder



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27.0	Reverse Auction	BHEL reserves the right to go for Reverse Auction instead of opening the submitted sealed bid, which will be decided after technical evaluation. In case the reverse auction couldnot be completed due to any reasons, BHEL reserves the right to open the sealed price bids in public and finalise the placement of order accordingly. Non acceptance of this clause by the vendor will lead to rejection of offer.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
28.0	ECS Payment	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.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
29.0	All other terms & conditions	This tender is governed by the above Terms and Conditions.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
30.0	Supply of cable accessories,fabrication items as per tender documents	By the bidder	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
31.0	Electrical inspectors /Statutory authorities clearance	Providing necessary douments & supports for obtaining Electrical inspectors /Statutory authorities clearance for the equipments under this package shall be in the scope of bidder.	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	
32.0	Accommdation, Transport and communication for the work force engaged by the contractor.	By the bidder	NOT APPLICABLE AS NO DEVIATION IS ALLOWED	



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	Note:			
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B	All the columns of the above format should be filled and any column left blank will be treated as accepted/included.			
C	Un Priced bid to be enclosed with techno-commercial bid. Respective price column to be filled with "quoted" and any column left blank will deem to have been included.			