

SECTION - II				
SPECIAL CONDITIONS of CONTRACT				
Sr. No.	Commercial Terms and Conditions	Vendor to Confirm	Deviation, if any	Remarks for seeking Deviation.
1	<i>INTRODUCTION</i>			
1.1.	The terms and conditions mentioned in this section are in addition to what are stated in Section – I (General Conditions of Contract) of the tender document. In case of any contradiction between the terms and conditions given in Section - I and those specified in this Section-II or NIT, the terms and conditions of this Section–II and NIT shall prevail.			
2	<i>SCOPE OF SUPPLY & SERVICES</i>			
2.1.	The scope of supply and services consists of design, manufacture, testing at Vendor’s works, supply, installation, testing, prove-out, training and commissioning at works of BHEL.			
2.2.	The Vendor shall quote for the following as per Section III (Price bid format) only.			
2.3.	Recommended spares for 2 (two) years (or as specified in Section-III of price Schedule Format) of normal operation.			
2.4.	The scope of supply and services is given in detail in Section – IV (Technical Specification).			
2.5.	Any item not included in the prescribed price schedule format and shown separately will not be taken in to account and shall be ignored while evaluation.			
2.6.	Unsolicited Items (Bidders Optional Item) shall also be ignored while evaluation.			
3	<i>COMPLETION SCHEDULE</i>			

Sr. No.	Commercial Terms and Conditions	Vendor to Confirm	Deviation, if any	Remarks for seeking Deviation.
3.1	The Equipment with its auxiliaries and spare parts shall be supplied FOB Port of Despatch as per Incoterm 2000 (for foreign supplies) / FOR Site BHEL Jagdishpur (for Indigenous supplies) with in delivery period specified in NIT. Delivery period shall start from the date of Letter of Intent/Purchase Order.			
3.2.	After receipt of the Equipment at BHEL Works and availability of the erection fronts, BHEL will inform the Vendor about readiness for start of installation work in writing.			
3.3.	The work of installation & commissioning shall be completed by the Vendor within the time specified in NIT. Installation & commissioning period shall start from the date of issue of letter informing readiness for installation/ availability of inputs as per agreed terms. The date of completion of installation & commissioning shall be the date on which acceptance of Equipment is given by BHEL.			
3.4.	Maximum acceptable delivery period is 1 month beyond the delivery period specified above. Offer beyond the maximum acceptable delivery period shall be rejected.			
3.5.	Offers with non acceptance of specified delivery period but within the maximum acceptable delivery period shall be loaded for delayed delivery period beyond specified delivery period at the rate of 0.5 % per week or part thereof subject to a maimum of 10 % of the offered value.			
4	PRICES			
4.1.	The prices shall be firm and shall be quoted as per Price Schedule given in Section III.			
4.2.	The price for foreign supplies shall be inclusive of all taxes and duties up FOB port of shipment. The price for domestic supplies shall be inclusive of all taxes and duties (including excise duty and sales tax/ VAT) up to FOR BHEL Site (Jagdishpur).			

Sr. No.	Commercial Terms and Conditions	Vendor to Confirm	Deviation, if any	Remarks for seeking Deviation.
4.3.	The price for installation and commissioning shall be inclusive of all taxes and duties except Service Tax. Service tax on installation and commissioning, if applicable, shall be payable extra.			
4.4.	Any other taxes and duties payable as extra to the quoted price shall be specifically stated in the Offer. The Purchaser will not be liable for payment of taxes and duties not specifically mentioned in the Offer.			
4.5.	The excise duty and sales tax/ VAT will be paid at the rate applicable on the day of dispatch. However, if the Equipment is delayed and amount of excise duty and/ or sales tax/ VAT on the day of dispatch is higher than the amount applicable on the scheduled delivery date, the amount applicable on the scheduled delivery date will be payable.			
4.6.	The vendor should submit their best price at this stage itself and they will not be allowed to revise the price unless there is change in specification or terms and conditions or specifically asked by BHEL. In case of any uncalled revision submitted by vendor subsequently shall be ignored & the bid may likely to be rejected.			
5	TERMS OF PAYMENT:			
5.1.	For Indian Bidders:			
5.1.1.	80% payment (alongwith 100% of taxes and duties) against despatch documents and balance 20% payment after acceptance of the Equipment at BHEL works and after submission of letter of Acceptance of Equipment and Performance Bank Guarantee. Freight charges shall be payable separately after receipt of material at site.			

Sr. No.	Commercial Terms and Conditions	Vendor to Confirm	Deviation, if any	Remarks for seeking Deviation.
5.1.2.	Lump sum installation and commissioning charges shall be payable after acceptance of the Equipment at BHEL works after acceptance of the Equipment at BHEL works and after submission of letter of Acceptance of Equipment.			
5.2.	For Foreign Bidders:			
5.2.1	An Irrevocable Letter of Credit shall be established for 80% net FOB value (excluding Indian Agent's commission, if any) 4 (four) months prior to shipment. Letter of Credit shall be opened through any one of the consortium bank listed with BHEL (list as per Annex –6 of GCC-A). Any charges for LC confirmation (if LC confirmation is insisted by the vendor), shall be borne by the vendor himself. Balance 20% of net FOB value shall be paid through sight draft after acceptance of the Equipment at BHEL works and after submission of letter of Acceptance of Equipment and Performance Bank Guarantee. All bank charges shall be to Vendor's account. LC will be opened only after receipt of Contract Performance Bank Guarantee (CPBG) and un-conditional order acceptance (ink signed).			
5.2.2	Lump sum installation and commissioning charges, if any, shall be payable by sight draft after acceptance of the Equipment at BHEL works and after submission of letter of Acceptance of Equipment.			
5.3.	Common to both Indian & Foreign Bidders:			
5.3.1	Installation and commissioning charges will be released after deduction of Income Tax as per the Govt. of India rules in force and after deduction of Works Contract Tax as per Govt of UP rules, if applicable. The Tax Deduction at Source (TDS) certificate will be issued by BHEL. Applicable service tax on Installation & Commissioning charges, if any, will be payable extra.			

Sr. No.	Commercial Terms and Conditions	Vendor to Confirm	Deviation, if any	Remarks for seeking Deviation.
5.3.2.	Bank charges for opening of Letter of Credit by Purchaser's bank in India shall be borne by the Vendor. All bank charges shall be to vendor's account.			
5.4.	Loading for deviation in Payment terms:			
5.4.1.	In case of deviation in LC opening period, the prices of vendor shall be loaded for difference in deviated period of LC w.r.to clause 5.2 above at the prime lending rate of SBI (Applicable on the date of issue of tender).			
5.4.2.	Vendors should accept the payment terms specified in clause 5.1 & 5.2 above as applicable. In case of non acceptance of above terms the prices shall be loaded at the prime lending rate of SBI (Applicable on the date of issue of tender) plus 2 % for the period of relaxation sought by bidder.			
6	TAXES AND DUTIES ON INSTALLATION & COMMISSIONING			
6.1.	Service Tax			
6.1.1.	The Service Tax on installation & commissioning services as applicable for this Contract will be paid by Purchaser separately. Therefore contractor's price/ rates shall be exclusive of service tax on output services.			
6.1.2.	The Indian Contractor shall submit to Purchaser documentary evidence of service tax registration and remittance records of such tax immediately after depositing the tax with the concerned authorities. Contractor shall obtain prior written consent from Purchaser before billing the amount towards such taxes.			
6.1.3.	In case the Purchaser is asked to deduct any such tax and deposit the same with the appropriate authorities, the proof of such payment shall be provided to the Contractor. However, any penalty etc for any default by the Contractor imposed by the authorities shall be the sole responsibility of the Contractor.			
6.2.	Works Contract Tax			

Sr. No.	Commercial Terms and Conditions	Vendor to Confirm	Deviation, if any	Remarks for seeking Deviation.
6.2.1.	Although it is expected that the works contract tax will not be applicable as per laws in force in UP state, the Contractor shall make himself fully aware of the taxation requirements and take appropriate steps for complying with the regulations such as registering with the sales tax authorities of the state and paying the required tax, if applicable. Deduction of tax at source shall be made by the Purchaser, if required by law.			
6.2.2.	Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract and their return after execution of the work to the satisfaction of the Purchaser.			
6.3.	Income Tax			
6.3.1.	Income Tax at the prevailing rate on gross value of work done and applicable surcharge/ cess shall be deducted from the bills as per relevant rules unless exempted by the Income Tax Authorities.			
7	NEW TAXES/ LEVIES			
7.1.	In case the Indian Government (Central/ State) imposes any new tax/ levy on the output services/ goods / work after the award of work, the same shall be reimbursed by BHEL at actuals. Similarly, any statutory variation on such score shall be to the account of BHEL All necessary documents as required by BHEL shall have to be provided by the Contractor. However, in the event of delay in work execution attributable to the Contractor, the new taxes/ levies imposed during the delay period shall not be reimbursed to the Contractor.			

Sr. No.	Commercial Terms and Conditions	Vendor to Confirm	Deviation, if any	Remarks for seeking Deviation.
7.2.	In case any tax/levy/duty etc becomes applicable after the date of Bidder's offer, the Bidder/ Contractor must convey it's impact on his price duly substantiated by documentary evidence in support of the same before opening of the Price Bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.			
7.3.	No reimbursement on account of increase/ decrease in the rate of taxes, levies, duties etc on input (goods/ services/ work) shall be made. Bidder has to make his own assessment of the impact of future variation if any, in rates/ duties/ levies etc in his price bid.			
8	BANK GUARANTEES			
8.1.	The value of Contract Performance Bank Guarantee (CPBG) shall be 10% of the total order value i.e. purchase order value + work order value. The CPBG shall be issued in the format as specified in General Conditions of Contract.			
8.2.	The value of Performance Bank Guarantee (PBG) shall be 10% of the total order value i.e. purchase order value + work order value. The CPBG shall be issued in the format as specified in General Conditions of Contract.			
8.3.	Offers with non-acceptance of CPBG/PBG and insistence of advance payment are liable to be rejected.			
9	EQUIPMENT GUARANTEE			
9.1.	The Equipment shall be guaranteed by the Vendor for a period as specified in technical specification. If guarantee period is not specified in Technical Specification, then the Equipment shall be guaranteed by the Vendor for a period of 18 (Eighteen) months from the date of commissioning or 24 (twenty four) months from the date of supply whichever is earlier.			

Sr. No.	Commercial Terms and Conditions	Vendor to Confirm	Deviation, if any	Remarks for seeking Deviation.
9.2.	Minimum acceptable guarantee period specified above. Offer below the minimum acceptable guarantee period shall be rejected.			
10	LIQUIDATED DAMAGES (LD)/PENALTY FOR DELAY			
10.1.	For Supply: The delivery of Equipment shall be made within the time prescribed. Failure to dispatch the Equipment in time as per the delivery specified above would make the Vendor liable to an un-conditional penalty at the rate of one half percent (1/2%) of the order value for delay of each week (or part thereof) subject to a maximum of ten percent (10%) of the Order Value.			
10.2.	For I & C: The installation & commissioning of the Equipment shall be completed within the time prescribed. Failure to complete the work as per the time specified above would make the Vendor liable to an un-conditional penalty at the rate of one half percent (1/2%) of the order value for delay of each week (or part thereof) subject to a maximum of ten percent (10%) of the Order Value.			
10.3.	However, if the supply of Equipment is delayed and the work of installation & commissioning of the machine is completed ahead of schedule, the penalty for delay will be reduced to the extent of the time saved during installation & commissioning.			
10.4.	The Order value shall be as per clause no. 1.11 of GCC-A			
10.5.	In case of change to the order value, LD shall be 0.5 % per week of the revised order value per week of delay or part thereof subject to a maximum of 10 % of the revised order value.			
10.6.	Non acceptance of LD clause specified above shall be loaded to the extent to which it is not agreed to by the vendor (at offered value).			
11	VARIATION IN SCOPE OF WORK			

Sr. No.	Commercial Terms and Conditions	Vendor to Confirm	Deviation, if any	Remarks for seeking Deviation.
11.1.	BHEL reserves the right to add or delete items of scope of work depending upon the final requirement. For such addition or deletion the Contract price shall be adjusted based on the quoted unit price. The price quoted by the Vendor shall be valid for such variation.			
12	EXTRA WORK			
12.1.	The Vendor shall, when requested by BHEL, perform extra work at mutually agreed rates.			
13	INDIAN SUPPLIES AND SERVICES (FOR FOREIGN BIDDERS)			
13.1.	The order shall be issued on the Vendor for Foreign as well Indian supplies and services, if any.			
13.2.	If required, on authorization by the Vendor, Purchaser at his discretion may issue a supplementary order on the authorized Indian supplier/ service provider and shall pay in INR only. This order price shall be indicated & quoted in INR by the vendor in their quotation. No different price shall be accepted. All commercial terms and conditions for Indian supplies and services order shall be as per order on OEM.			
13.3.	The Contract Performance Bank Guarantee (CPBG) and Performance Bank Guarantee (PBG) shall be submitted by the Vendor in foreign currency including the value of Indian supplies and services.			
13.4.	The Equipment guarantee for the Indian supply and services shall be from the Vendor (OEM) on whom the main order has been placed.			
14	GENERAL			

Sr. No.	Commercial Terms and Conditions	Vendor to Confirm	Deviation, if any	Remarks for seeking Deviation.
14.1.	The evaluation of the offer will be strictly based on information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL before evaluating the offer.			
14.2.	Unpriced Price Bid to be submitted along with Part-I offer along with detailed list of spare parts quoted.			
14.3.	BHEL may decide to process the case through RA (As per Clause 32 of GCC-A). Vendors to give their confirmation for participation in Reverse Auction process. Offer of vendors not confirming to Reverse Auction shall be liable to be rejected.			
14.4.	Vendors to give their confirmation of Risk Purchase clause as per Clause no. 18 of GCC-A			
14.5.	Vendors to give their confirmation of Short Shipment/Guarantee Replacement clause as per Clause no. 21 of GCC-A			
14.6.	Vendors to give their confirmation of Design/Data approval clause as per Clause no. 27 of GCC-A			
14.7.	Vendors to give their confirmation of Force Majeure clause as per Clause no. 35 of GCC-A			
14.8.	Vendors to give their confirmation of Arbitration clause as per Clause no. 36 of GCC-A			
14.9.	Vendors to give their confirmation that prices have been quoted on "FIRM PRICE" basis only.			
14.10.	Vendor to give their confirmation that Validity of offer is as per tender enquiry.			
14.11.	Vendors to give their confirmation that the Equipment ordered will be inspected and proved at vendor's works prior to dispatch. However, final inspection and acceptance of equipment will be after installation & commissioning at BHEL, Jagdishpur.			

Sr. No.	Commercial Terms and Conditions	Vendor to Confirm	Deviation, if any	Remarks for seeking Deviation.
14.12.	Vendors to give their confirmation that the vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.			
14.13.	Vendor to specify country of origin of Equipment			
15	<i>Tender Cost and Bid security:</i>			
	Vendors to confirm that they have submitted the tender cost and bid security of specified amount as per NIT.			

SECTION - III
PRICE BID FORMAT FOR FOREIGN BIDDERS
(12.5 T SLOT NOTCHING PRESS)

Tender No. & Date:

Bidder's Offer No. & Date:

S No	Description of item	Unit	Quantity	Price			
				Foreign Currency (FC), FOB for Overseas Supplies		FOR BHEL Jagdishpur Works for Indian Supply Portion in Indian Rs,	
				Rate (indicate FC)	Rate	Rate	Total Price
1	Design, manufacture, testing at Vendor's works, packing, forwarding, supply and training and proving at BHEL site of 12.5T Slot Notching Press including all its accessories and other overseas services as per specification.	Number	2				
2	Supply of recommended spares for two years operation as per technical specification. Item wise price to be given separately.	Set	2				
3	Total Price (1 + 2)						
4	Installation & Commissioning services						
5	Total Price including Installation & commissioning (3+4)						

Note:

1. Transit Insurance shall be done by BHEL
2. Unpriced Price Bid to be Submitted along with Part-I , Techno – Commercial Bid
3. Detailed list of Spares to be given along with Part-I , Techno – Commercial Bid
4. The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is “not applicable”.

Further Details for Domestic Supplies:

S No	Description of item	Total Price in Indian Rs
1	Ex-Works Price	
2	Excise Duty	
3	Sales Tax/ VAT	
4	Any other Taxes/ Charges – Please Indicate	
5	Freight	
6	FOR Price (1+2+3+4 +5)	

Additional information about packages

1	Number of Packages/ Dispatch-able Units for total consignment	Number		
2	Approximate Cubage of total consignment	Cubic Meter		
3	Approximate Gross weight of the total consignment	kg		
4	Approximate Net weight of the total consignment	kg		
5	Weight and dimensions of Heaviest Consignment	Kg & Cubic Meter		

Sign & Seal

**PRICE BID FORMAT FOR INDIAN BIDDERS
(12.5 T SLOT NOTCHING PRESS)**

Tender No. & Date:

Bidder's Offer No. & Date:

Price in Indian Rs

S No	Description of item	Unit	Quantity	Price, Ex-Works		Excise Duty	Sales tax	Any Other Taxes/ Charges - Please Specify	Freight	FOR BHEL Price
				Rate	Total Price					
1	Design, manufacture, testing at Vendor's works, packing, forwarding, supply and training and proving at BHEL site of 12.5T Slot Notching Press including all its accessories and other overseas services as per specification.	Number	2							
2	Supply of recommended spares for two years operation as per technical specification. Item wise price to be given separately.	Set	2							
3	Total Price (1 + 2)									
4	Installation & Commissioning services									
5	Total Price including Installation & commissioning (3+4)									

Note :

1. Transit Insurance shall be done by BHEL
2. Unpriced Price Bid to be Submitted along with Part-I , Techno – Commercial Bid
3. Detailed list of Spares to be given along with Part-I , Techno – Commercial Bid

4. The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is “not applicable”
Additional information about packages

1	Number of Packages/ Dispatch-able Units for total consignment	Number		
2	Approximate Cubage of total consignment	Cubic Meter		
3	Approximate Gross weight of the total consignment	kg		
4	Approximate Net weight of the total consignment	kg		
5	Weight and dimensions of Heaviest Consignment	Kg & Cubic Meter		