

HRSCC TYPE CLARIFIER PACKAGE FOR 2X520MW HNPCL VIZAG TPP	COMMERCIAL TERMS & CONDITIONS (CTC)	VOL.1 SEC.2 REV-00
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SL No	Clause	BHEL Requirement	Suppliers Acceptance / Remarks
1.0	Price basis	<p>a) FIRM for the entire period of contract, FOR Ex-works basis inclusive of packing, forwarding. ED + Cess and CST against 'C' form are payable extra at actuals. Lump sum Freight charges shall be payable on pro-rata basis against despatches.</p> <p>b) Applicable Rates with values of all above Taxes & Duties to be indicated separately in the price bid.</p> <p>c) Any new taxes/duties imposed by Government during the contract execution of PO shall be reimbursed as per actuals against documentary evidence. This is a Provisional Mega Power Project. Relevant documents to avail ED Exemption and Custom Duty Benefits as applicable for Provisional Mega Power projects will be made available at the time of dispatch to Supplier/Vendor by HNPCL/BHEL.</p> <p>d) Vendor to indicate Total CIF Value considered in their offer for imported items, if any .</p>	
2.0	Sales Tax	<p>1) CST is Payable extra against 'C' Form. E1 Form to be exchanged against 'C' form by the vendor. The percentage of Sales Tax considered to be indicated.</p> <p>2) If movement of goods to the destination i.e. HNPCL, Vizag TPP, is within the same State where the project is located then the percentage of VAT applicable against such transactions should be indicated in the offer.</p> <p>3) VAT Invoices : In case of local dispatches (intra-state), the vendor shall raise their VAT invoices in the name of the BHEL Nodal agency whose address, TIN No, PAN No, CST No. etc., shall be provided by the purchaser at the time of dispatch. However the paying authority shall be BHEL/ISG Bangalore. Please refer Annexure - 1 : Special Conditions of contract enclosed.</p>	

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3.0	ED/CD/CVD/	Customs Duty is Nil as this is a Deemed export project. Excise Duty is exempted as this is a Provisional Mega project. Supplier/ Vendor to avail ED benefit for their own manufactured items and their bought out items. . Necessary documents for availing ED Exemption benefits as applicable for Provisional Mega Power projects will be made available at the time of dispatch to Supplier/Vendor by HNPCL/BHEL.	
4.0	Freight	Lump-sum freight charges shall be indicated in the Price Bid. This shall be paid on pro-rata basis limited to the freight charges indicated in the Price Bid.	
5.0	Terms of Payment	<p><u>Supply :</u></p> <p>a) 85% of Ex-works supply value on pro-rata basis against dispatch of equipment as per approved billing schedule with 100% taxes & duties.</p> <p>b) 10% of Ex-works supply value on pro-rata basis against receipt of materials at site. Receipted LR/Challan shall be submitted with the invoice for releasing this payment.</p> <p>c) 2.5% of Ex-works supply value against successful completion of Trial operation (Commissioning) of Clarifier System certified by HNPCL/BHEL.</p> <p>d) 2.5% of Ex-works supply value against successful completion of Performance Guarantee Test (PG Test) of Clarifier System certified by HNPCL/BHEL</p> <p><u>Supervision of Erection and Commissioning :</u></p> <p>100% payment for the services rendered on Man day rate basis along with applicable service tax against submission of invoices duly certified by BHEL Site Engineer.</p>	
6.0	Liquidated Damages	Any delay within PO delivery will attract LD @ 0.5% of the Ex-works order value per week of delay and pro-rata for a part of week subject to a maximum of 5% of the Total Ex-works order value. 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.	

7.0	Performance Bank Guarantee (PBG)	PBG for 10% of Ex-works order value is to be submitted within 10 days of order acceptance in the prescribed format of BHEL which will be provided along with PO. This PBG shall be valid till the end of Warranty period with a claim period of 3 months for the equipment covered under the scope of this package.	
8.0	Delivery Period	20 weeks from the date of Drawing/Data sheet approval and Manufacturing clearance. Obtaining Drawing approval from customer is the responsibility of the vendor. BHEL shall however extend necessary assistance for this purpose.	
9.0	Loading Factor	Any deviation to BHEL enquiry Commercial Terms & Conditions shall be loaded while evaluating the price bids of vendors for deriving L1 status. Basis for loading will be as per Loading Factor Sheet enclosed with enquiry. Acceptance of the Vendor is a MUST for this clause, if not the offer is liable for rejection.	
10.0	Warranty	12 Months from the date of successful completion of Trial Operations of the Clarifier System or 18 months from the date of last despatch whichever is earlier.	
11.0	Transit Insurance	Transit Insurance will be arranged by BHEL. Advance information shall be given by the Vendor upon despatch of each consignment to the underwriter with a copy to BHEL.	
12.0	Validity of the offer	90 Days from the date of the opening of Techno-commercial bid.	
13.0	Reverse Auction/Price Bid Opening	BHEL reserves the right to finalize the tender either <u>through Reverse Auction or opening the sealed bid submitted by the vendor which will be decided after the Tech/commercial evaluation.</u> The decision of BHEL shall be final in this regard and the same shall be informed to all Technically/Commercially qualified vendors prior to opening of the Price Bid/Reverse Auction.	
14.0	Evaluation Criteria	L1 status of vendors shall be derived based on the Total Ex-works price plus freight charges only.	
15.0	Past Performance	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.	
16.0	Inspection	At manufacturer's works prior to dispatch by BHEL/Customer/Consultant. Inspection call with internal TC's to be submitted 7 days in advance. In case the items are not ready at the time of inspection, the expenses incurred by Customer / BHEL for travel, stay etc. shall be recovered from the vendor bills.	
17.0	Quantity Variation	Since enquiry is called for total package, any quantity variation for completion of Clarifier package shall be to bidder's account without any additional cost to BHEL.	
18.0	Approval of	The vendor shall furnish list of their reputed sub-	

	sub-vendors	vendors along with the offer. However, approval of the same shall be subject to clearance from customer M/s HNPCL, VIZAG	
19.0	Consignee Address	To be intimated at the time of despatch clearance.	
20.0	Location of Site	HINDUJA NATIONAL POWER CORPORATION LTD.(HNPCL) TPP, VIZAG	
21.0	Arbitration	Subject to Bangalore jurisdiction only based on Indian Arbitration Act 1996 and latest amendments if any.	
22.0	Risk Purchase	In case of default/ late delivery, purchaser reserves the right to make alternate arrangement/ procurement at supplier's risk and cost.	
23.0	Other Terms & Conditions	<p>Offer to be submitted in two parts:</p> <p>Part-1: Techno-commercial Bid: This shall comprise of BHEL Commercial terms and conditions accepting all the clauses, Loading factor sheet, Technical offer along with Un-priced price bid in BHEL format and submitted in separate sealed envelope super scribing "Techno-commercial Bid".</p> <p>Part-2: Price Bid : This shall comprise of duly filled in Price against each item in the price format signed, stamped and submitted in separate sealed envelope super-scribing "Price Bid" :</p>	
24.0	Bills submission	<p>All your invoices against our order are required to be sent in a sealed envelope addressed to:</p> <p>BHEL - ISG VENDOR BILLS BOX , BHEL - Industrial Systems Group , Opp. IISc, PROF. CNR RAO CIRCLE , MALLESWARAM , BANGALORE - 560 012</p> <p>The envelope shall be super-scribed with Project Name / P.O No/ and the Bill / Invoice numbers & Contact person.</p> <p>2) Bills / invoices which are brought personally by vendors to ISG are to be dropped in the "BHEL-ISG vendor bills Box" kept near Tender Box at the Reception Office.</p>	
25.0	Dealing with Banned Suppliers	The offers of the bidders who are on the banned list as also the offer 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 .	
26.0	Purchase from Micro and Small Enterprises (MSE's)	Bidders who have registered under MSE's are required to submit valid registration/ownership certificate to avail the benefits as per Government Notification Dated 23/03/2012.	
27.0	Purchase from MSE's owned by SC/STs.	MSE's owned by SC/STs are also required to submit the necessary registration details to avail the benefits as mentioned above.	

28.0	Price bid evaluation	The price bids of technically and commercially accepted and customer approved vendors shall only be considered for evaluation.	
29.0	ECS payment	Payment will be made by e-payment only and for which the vendors are requested to provide the following information along with their offers in their letter head duly signed. i) Bank Name and address ii) Bank Phone No. iii) Bank IFSC code (NEFT) iv) Bank Account No. v) PAN No. vi) Service Tax No. vii) TIN No. viii) E-mail ID	

Notes:

- 1 No prices to be filled in this format. All prices are to be filled up in the enclosed price bid Format only and submitted in sealed cover (part-2 of offer).
2. Un-priced price bid (BHEL format only) to be enclosed with the Techno - commercial bid (Part-1 of offer) indicating "Quoted" against each item and column.
3. Filled in Commercial terms & conditions and Loading factor sheet shall be submitted (BHEL format only) along with the techno-commercial bid (Part-1 of offer). Otherwise the offer will be considered as "incomplete" and will be liable for rejection.
4. Bidder to mention Acceptance/confirmation in the column against each clause of BHEL commercial terms and conditions and no columns should be left blank.
5. Bidders to note that all the pages of Technical and Commercial Terms & Conditions including drawings shall be signed, stamped and submitted with Techno-commercial offer as a token of acceptance of our Tender.

Place:

Date :

Signature of the bidder with Company Seal & Date