



**Notice inviting Tender for Pre tender tie up for External coal handling system of SAURASHTRA Super Thermal Power Project (Saurashtra STPP) ,Stage-1 ( 2X660 MW) – Saurashtra (Gujarat)**

**Commercial Terms and Conditions**

Name of the Bidder	
Tender Ref. and Date	
Project	<b>External Coal Handling System of Saurashtra Super Thermal Power Project, Stage-1(2x660 MW),Saurashtra (Gujarat)</b>
Scope of Work	<b>Design, Engineering, manufacture, supply, storage, erection and commissioning , conducting performance guarantee tests ,Handing over as per Project requirement for External Coal handling System as detailed in Tender Specifications.</b>

Sl No	BHEL Requirement	Vendor Acceptance / Remarks
1	<p>All Commercial terms &amp; conditions shall be generally on <b>'back to back'</b> basis in line with ultimate customer NIT terms detailed in tender volumes except the following:</p> <ul style="list-style-type: none"><li>i) Terms for payment for Design &amp; Engg.<ul style="list-style-type: none"><li>a) 90% progressive payment on approval of drawings and documents</li><li>b) 10% on successful completion of COD ( Commercial operation date) of respective units.</li></ul></li><li>ii) Terms of payment for Supply<ul style="list-style-type: none"><li>a) 65% progressive payment against dispatch of materials</li><li>b) 20% against receipt of materials at site</li><li>c) 7.5% against successful completion of Reliability Run.</li><li>d) 5% against successful completion of final acceptance test.</li><li>e) 2.5% against satisfactory completion of warranty period and submission of O&amp;M manuals and As built drawings.</li></ul></li><li>iii) Terms of payment for Freight charges<ul style="list-style-type: none"><li>100% on pro-rata basis against submission of freight bills limited to the total amount indicated in the price bid.</li></ul></li></ul>	

**Notice inviting Tender for Pre tender tie up for External coal handling system of SAURASHTRA Super Thermal Power Project (Saurashtra STPP) ,Stage-1 ( 2X660 MW) – Saurashtra (Gujarat)**

Sl No	BHEL Requirement	Vendor Acceptance / Remarks
	<p>iv) Terms of payment for Erection &amp; Commissioning</p> <ul style="list-style-type: none"><li>a) 85% towards pro-rata erection against submission of Measurement book, RAB and original tax invoice duly certified by BHEL Engineer.</li><li>b) 7.5% against successful completion of Reliability Run.</li><li>c) 5% against successful completion of final acceptance test.</li><li>d) 2.5% against satisfactory completion of warranty period and submission of O&amp;M manuals and As built drawings.</li></ul> <p>v) Terms of payment for Civil &amp; Structural Works</p> <ul style="list-style-type: none"><li>a) 85% towards pro-rata erection against submission of Measurement book, RAB and original tax invoice duly certified by BHEL Engineer.</li><li>b) 7.5% against successful completion of Reliability Run.</li><li>c) 5% against successful completion of final acceptance test.</li><li>d) 2.5% against satisfactory completion of warranty period and submission of O&amp;M manuals and As built drawings.</li></ul> <p>vi) Terms of payment for Spares , Maintenance Tools &amp; Tackles</p> <ul style="list-style-type: none"><li>a) 75% against dispatch of Spares , Maintenance Tools &amp; Tackles</li><li>b) 25% against receipt , storage and physical verification by the owner's representative.</li></ul> <p>All the above payments shall be made directly to the contractor by BHEL. Prices shall be submitted in the BHEL Price format provided with the tender enquiry. CIF content considered if any in the price to be indicated separately in the price bid. Customs duty considered in the price to be indicated separately.</p>	



**Notice inviting Tender for Pre tender tie up for External coal handling system of SAURASHTRA Super Thermal Power Project (Saurashtra STPP) ,Stage-1 ( 2X660 MW) – Saurashtra (Gujarat)**

Sl No	BHEL Requirement	Vendor Acceptance / Remarks
2	<b>Validity:</b> Validity of the offer shall be for one month beyond the date on which Contract is signed with CUSTOMER, in the event of BHEL getting the order.	
3	<b>Price Bid opening:</b> Vendor shall submit their most competitive offer. Techno-commercial and Price bids shall be opened <b>in Camera</b> . 'L1' party would be decided based on competitive price bids received from vendors for the "Pre Tender tie-up"	
4	BHEL shall sign MOU with the successful bidder after their offers are technically and commercially evaluated by BHEL. MOU Format enclosed.	
5	In the event of price reduction during negotiation by BHEL with the ultimate customer, corresponding reduction (i.e., on pro-rata basis with respect to vendor's price) shall be effected on to the vendor's MOU price	
6	<b>BID BOND:</b> 1% of the value of MOU price shall be furnished by the successful vendor through bank guarantee within 30 days of signing MOU (Format enclosed).	
7	For execution of Performance Bank Guarantee applicable format enclosed.	
8	Detailed item wise price break up shall invariably be furnished strictly in line with price format / BOQ.	
9	Integrity pact as per enclosed format shall be signed and stamped and submitted with the Techno-commercial offer.	

**Important Notes:**

1. Deviations with respect to the customer tender specifications will not be accepted by BHEL. Bids with such deviations will be liable for rejection.
2. Vendor shall fill all the above columns ( BHEL Commercial Terms ) by indicating 'Accepted' and deviations if any to be indicated clearly against each clause. All the pages of terms & specifications to be signed with seal as token of acceptance
3. No prices to be filled in this format. All prices are to be filled up in the enclosed price bid format. Breakup prices shall be indicated as per price bid format
4. Un-priced bid to be enclosed with the techno commercial bid.