

**SPECIAL CONDITIONS OF CONTRACT (SCC) ENQ. NO. E9AVS00059,****DUE DATED: 28.12.2022**

SI.NO	DESCRIPTION	BHEL REQUIREMENT	VENDOR'S CONFIRMATION
1	TWO-PART BID	Offer shall be submitted in two part bid system against this enquiry. Part-I shall consist of Techno-Commercial bid with all required documents and Price shall be fed in Part-II.	
1.a	TECHNO-COMMERCIAL BID	<p>Techno-Commercial Bid shall essentially consist of:</p> <p>(i) Bidder's confirmation of BHEL drawing/Specification &amp; technological scope.</p> <p>(ii) Bidder's confirmation of BHEL Quality plan (if applicable)</p> <p>(iii) Duly filled in signed and stamped Special Contract Conditions (SCC).</p> <p>(iv) Duly filled in signed and stamped Instructions to Bidder (ITB).</p> <p>(v) Duly filled in and completed in all respect ITB ANNEXURE-II (Framework Confidentiality Agreement cum Underatking)</p> <p>(vi) Udyam Registration Certificate for MSE vendors.</p> <p>(vii) Duly filled in, signed and stamped Pre-qualification criteria (PQC) alongwith supporting documents.</p> <p>(viii) Duly signed and stamped Un-price bid.</p> <p>All the above documents shall be duly authenticated by signature and official seal of the company.</p> <p><u>Note:</u></p> <p>Bid shall be complete in all respects including all the documents / information required for techno-commercial evaluation. Incomplete offers shall be liable for rejection.</p>	
1.b	PRICE BID	<p><b>Vendor shall quote Rate "Rs/Pc" for each item.</b></p> <p>The rate quoted shall be inclusive of conversion charges, all consumables, handling charges and dispatch of finished jobs to BHEL (HPEP) Stores. Quoted price shall be on firm basis. No revision of prices will be entertained after the tender is opened.</p>	
2	DETAILS OF JOB	<b>Machining of HP Heater Tube Sheets as per BHEL drawings/DCA and technological scope/Quality plan with BHEL materials &amp; in line with NIT Terms &amp; Conditions</b>	
3	QUANTITY (Aproximately)	<b>02 Numbers (With 02 different drawings) one against each drawing.</b>	
4	DELIVERY	<b>To be delivered with in 45 days from the date of receipt of material. Offers with delivery period of more than 45 days will attract loading at the rate of 0.5% per week. BHEL reserves the right of not considering offers with delivery schedule beyond 90 days.</b>	
5	SCOPE OF MATERIAL SUPPLY AND TRANSPORTATION CHARGES	<b>Sending of Tube Sheets from BHEL Hyd to vendor works is in BHEL Hyderabad scope and dispatch of finished components (Drilled Tube Sheets) from vendor works to BHEL Hyd is in vendor scope.</b>	

6	PAYMENT TERM	<p>100% payment will be made within 45/60/90 (MSE/Medium Enterprise/Non MSME) days from the date of receipt of finished items at our works against GR and material accountal.</p> <p>Note:</p> <p>A. Above due date is reckoned from the date of Receipt of material or 15 days from the date of submission of complete set of documents as per PO whichever is later. Payment will be made on acceptance of Material.</p> <p>B. MSEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL</p> <p>C. The taxes that are reimbursed are limited to applicable taxes as on the Purchase Order delivery date or the amount actually paid whichever is less.</p> <p>D. Adherence to the above time schedule of payment is contingent upon Bidder complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.</p> <p>E. In case of packaged items, 10% of supply value will be retained till completion of total supplies.</p> <p>F. Bidders to comply with clause 11 on GST requirements</p>	
7	VALIDITY OF OFFER	Your Offers must be kept valid for a period of 90 days from the date of part-i bid opening and in the event of our acceptance of your offer the prices finalized should remain firm for ""one year"" from the date of finalisation of tender(approval of PO note).	
8	PENALTY	In the event of delay in supply of goods, a penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Reckoning date for penalty is c-note date.	
9	TOOLS	Tools,gauges,jigs & fixtures and instruments will not be supplied by BHEL	
10	REJECTION OF CONDITIONAL OFFERS	Conditional offers if any submitted by the firms will not be acceptable.	
11	MODE OF TENDER FINALIZATION	<p><b>"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a>) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.</b></p> <p><b>Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."</b></p>	
12	RISK PURCHASE	In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / equivalent market price at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. Nonperformance of contract attracts penal provisions inline with BHEL's Suspension of Business dealings	
13	QUANTITY DISTRIBUTION	<b>There is no quantity distribution. Order will be awarded to respective L1 vendor against each item.</b>	
14	SCRAP	<b>There will be no scrap cost deduction at BHEL end at the time of material accountal. Thus, bidder to quote accordingly.</b>	

15	BASIS OF TENDER EVALUATION	<b>Tender will be evaluated based on itemwise L1</b>	
16	FINANCIAL STANDING	<b>Vendor to submit annual Financial Turnover during the Past 3 Years along with copy of 3 years Audited Balance Sheet.</b>	
17	INSPECTION	Stage and final inspection shall be carried out by BHEL QC/BHEL TPIA and or Customer ( as applicable). Tests & Inspection shall be in line with drawing and technological scope/approved quality plan. Vendor shall raise inspection call accordingly.	
18	DRAWINGS	a) These drawings are the property of BHEL. Copying or circulating or misuse of these drawings or parts of it by vendor is not permitted and will have to face legal consequences if found so. b) Assembly drawings shall be provided along with enquiry. However complete drawings will be given at the time of placement of order.	
19	CLARIFICATION	If any further clarification is required kindly depute your representative for discussion before submitting your offer. Contact phone no: 040-23183555 mob: 7799181180/9490758635. Mail ID: <a href="mailto:mithlesh@bhel.in">mithlesh@bhel.in</a> , <a href="mailto:marisa@bhel.in">marisa@bhel.in</a>	
20	GUARANTEE	Equipment shall be guaranteed against all manufacturing defects for a period of 24 months after supply or 18 months after commissioning whichever is later. Defects noticed shall be replaced / rectified at free of cost by the supplier.	
21	LOADING/UNLOADING FACILITIES	You must have adequate material handling facilities for safe unloading of raw materials/loading of finished products.	
22	INSPECTION	The goods will be cleared for dispatch on provisional basis. On receipt of the goods at our BHEL shop/site, the goods shall be subjected to inspection. And any defects noticed during assembly, testing or use , notwithstanding the same may have been passed, certified and paid for – is to be rectified by the subcontractor, in whole or in part, as the case may require, at their own cost. In the event of his failure to do so with in reasonable period, BHEL will rectify or remove and re-execute the work at the risk & cost of subcontractor. The cost of rework or rejection, and any cost of freight incidental to such work will be to the subcontractor's account. Thus, Our acceptability of the goods shall be final.	
23	CONSEQUENCES OF REJECTION	In the event of any rejection arising due to the workmanship or due to mishandling of assemblies or components or any kind of damage which renders the assemblies unfit for use, the cost of each assembly shall be recovered along with taxes & duties as per BHEL norms from the bank guarantee being furnished by vendor.	
24	RIGHT OF CANCELLATION	BHEL shall have the right to cancel the contract wholly or in part in case it is obliged to do so on account of any decline, diminution, curtailment or stoppage of business.	
25	CONSEQUENCE OF FAILURE TO EXECUTE THE ORDER	After placing PO, in case vendor fails to execute the order due to reasons attributable to vendor, it is vendor's obligation to return the raw material to BHEL, failing which BHEL will bring back material as per transport contract and the amount will be taken/deducted from available bills of vendor. Further action will be initiated on vendor for non performance of contract as per BHEL norms.	
26	PACKING	For any loss or damages arising out of improper packing and dispatch, the vendor will be held responsible	
27	TAXES & DUTIES	Applicable taxes and duties to be mentioned in the offer.	

28	BANK GUARANTEE	For material valuing upto Rs. 50,000/- per SCO no BG is required. For material valuing more than Rs. 50,000/- per SCO , 10% of the material value shall be provided as BG specific to enquiry with sufficient validity minimum six months or any other financial instrument as specified by BHEL without which PO will not be released.	
29	DISCRETION OF ACCEPTANCE	BHEL reserves right to accept or reject any tender or a portion thereof without assigning any reason whatsoever. BHEL has the right to refloat or short-close the Tender if L1 price is not the lowest acceptable price, or for other reasons.	
30	MSE CLAUSE	"MSE suppliers can avail the intended benefits only if they submit along with the offer, Udyam Registration Certificate. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through E-Procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer."	
31	INDEMNITY	Subcontractors shall indemnify BHEL against the following: (A)All claims for injury or damage caused by the sub contractor's negligence or the negligence of subcontractor's employees or arising from any defect in the goods supplied or on the work carried out by the subcontractor's. (B)All claims for injury to the subcontractor employees or agents employed whilst on BHEL premises.	
32	GENERAL	Any change in the address/reduction in qualified workplaces/ownership of the subcontractor's unit during the operation of the contract will have to be made only after getting the specific written approval from BHEL. Any deviation found later will be dealt with as deemed fit, including cancellation of registration.	
33	ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP	If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the Sub-contractor shall on demand in writing from BHEL specifying the work, material/articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require, at their own cost and in the event of his failure to do so within reasonable period, BHEL will rectify or remove and re-execute the work at the risk and cost of the Sub-contractor.	
Note: The above terms and conditions are applicable for this tender. All the remaining terms and conditions are as per ITB.			

VENDOR'S SIGNATURE WITH COMPANY SEAL