

**Note: Vendors are requested to fill the format in compliance with the tender specific terms and submit as techno-commercial bid. The technical bids are evaluated in line with the each criteria terms and only those price bids are opened, who meets the techno-commercial bid requirements.**

Sl.	Criteria	Techno-Commercial Term	Sub-Contractor Acceptance
1	Scope of work of the job	Abradable coating on gland areas of inner casings/steam chambers/BP glands as per drawings & Spec TC41002-Rev01. The coating activity shall be strictly according to BHEL drawings, documents, quality plans by using qualified people. Any ambiguities, differences to be settled prior to commencement of work.	
2	Raw material scope	Free issue material will be supplied by BHEL in assembled condition and after coating and QC inspection, material has to be supplied to BHEL in the same assembled condition. No Scrap as the scope of work involves only coating activity. It shall be the responsibility of subcontractors to check the raw materials received both for quality & quantity as mentioned in the order.	
4	Facilities	As mentioned in Pre-Qualification Criteria (PQC) document ANNEXURE-C attached.	
5	Material Specifications	Alloy Steel	
6	Inspection	Inspection shall be done at subcontractor's works by BHEL Q.C. a) Visual Inspection- for homogeneity of coating b) Dimensional Inspection- coated surface dimension shall be within tolerances mentioned in drawings. c) Mechanical Properties of coating- to be met as mentioned in spec. All Test reports as specified in Spec TC41002-01 along with other reports if any, are to provided at the time of final inspection.	
7	Delivery period	10 Days from the date of issue of Free issue material from BHEL.	
8	Delivery Destination	Delivery condition shall be F.O.R. destination to BHEL, R.C.PURAM-HYDERABAD-32. Subcontractor should take all necessary precautions to ensure safety of BHEL material against damage or loss in any form until delivered at desination.	
9	Tools/Gauges /Measuring Instruments	All Tools/ Guages/ Measuring Instruments are in Vendor's Scope. All guages and measuring instruments shall have valid calibration certificates.	
10	Validity	Rate Contract shall be valid for a period of 24 months from the date of contract finalization. This enquiry is for entering into rate contract agreement only and Subcontractors shall not claim any right for any quantity.	
11	Penalty	In the event of delay in supply of goods, 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 total order value.	

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12	Transportation	Material movement from BHEL, R.C.Puram to vendor works is in BHEL's scope and finished material movement from vendor works to BHEL, R.C.Puram is in Vendor's scope. Incase of wrong /defective material sent to vendor, transportation from vendor works to BHEL is in BHEL's scope.	
13	Firm price clause	The rates shall be FIRM and not subject to any variation/escalation on any account during the validity of this Contract period. No-Price-Variation/No-Price-Increase shall be entertained for any reason during the tenure of the contract.	
14	ITB Conditions	Acceptance to all the applicable Terms & Conditions of ITB.	
15	BANK GUARANTEE	Bank guarantee/FDR/any other financial instrument as specified by BHEL is required for free issue material as per following conditions -For free issue Material valuing Rs.50,000 Per SCO, No BG/any other financial instrument is required. -For the material value more than Rs 50,000/ per SCO, 10% of the material value shall be provided as BG/any other financial instrument as specified by BHEL.	
16	Payment	a) Payment to sub contractor will be released within 75 days for non MSMED and within 45 days for MSMED, only on receipt and acceptance of goods/services and tax invoice thereof in BHEL and getting confirmation of declaring such invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. b) Sub Contractor shall bear the additional liability including interest thereon arising on BHEL due to non performance of job in time/return of material by the sub contractor within the prescribed time limit as per GST Act for whatsoever reasons.	
17	Defects after receipt of finished components	On receipt of finished items at destination, if any mfg. defects are noticed, the same shall be attended to by the vendor at their own cost without any delay.	
18	Discretion clause	BHEL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OFFER PARTLY OR FULLY AT ITS DISCRETION WITHOUT ASSIGNING ANY REASON	
19	TAXES	Vendor to provide Tax invoice to BHEL and GST at applicable rates on the services charges will be paid to vendor against GST compliance and on availment of Input Tax Credit (ITC) by BHEL. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG. Abiding with all the GST laws, rules, provisions including GST returns as applicable to the vendor shall be the responsibility of the vendor and BHEL shall not entertain any financial loss due to that, if so, BHEL reserve the right to recover the applicable amount along with interest & penalty from the supplier/vendor.	
20	ORDER EXECUTION	BHEL shall have the right to cancel any order either wholly or in part, in case, it is obliged to do so on account of any declines, diminution, curtailments or stoppage of BHEL's business.	

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21	Force majeure clause	Force majeure clause will be applicable only in case of earthquakes, floods, riots or any act of God beyond control of the contractor. Breakdown of equipment/non-availability of man power shall not be considered as force majeure.	
22	Arbitration	All disputes arising out of this contract shall be referred to the Executive Director, BHEL R.C.Puram, Hyderabad-502032, or his authorized representative for arbitration and his decision shall be final and binding.	
23	Jurisdiction	Jurisdiction: In case of any suit or other legal proceedings arising under or relating to the contract, the courts at Sangareddy District, Telangana only shall have the jurisdiction and this will be resorted only after exhausting the arbitration clause as above.	
24	Other GENERAL terms & Conditions	Acceptance to all other BHEL general terms and conditions as mention in the enquiry/guidelines document.	