

ANNEXURE-A

TECHNO-COMMERCIAL BID FOR MACHINING OF GRAPHITE PLATES

ENQUIRY REF: G9AXS00006/DT:24.02.2024

Note: Vendors are requested to fill the format in compliance with the tender specific terms and submit as Techno-Commercial bid. Techno-Commercial Bids are evaluated in line with the each criteria terms and only those price bids are opened, who meets all the Techno-Commercial bid requirements.

Special conditions of contract(SCC)

Sl.	Criteria	Techno-Commercial Term	Sub-Contractor Acceptance
1	Scope of work of the job	The job to done as per BHEL Drawings and Process Sheet. See the annexure-1 for detailed scope.	
2	Raw material scope	The required Raw Material i.e blank graphite plates 350 (L) X 250 (W) X 2.8 (T) will be supplied by BHEL as free issue to the vendor.	
3	Evaluation and Load distribution	To meet the delivery requirement, the Sub-contract order for 100% Quantity of Each item shall be placed on respective L1 Vendor. L1 vendor shall be finalized, based on quoted rates, in the order of lowest to higher rate. Note: L1 Evaluation is lumpsum. (Individual item quantity splitting not applicable).	
4	Delivery period	For all items delivery is within 90days from the date of free issue material from BHEL.	
5	Scrap	Not applicable.	
6	Tools/Cutters /Gauges /Measuring Instruments	All Tools/Cutters/guages / Measuring Instruments are in Vendor's scope. All guages and measuring instruments shall have valid calibration certificates.	
7	Validity	The quotation shall be valid at least for a period of 90 days from the date of technical bid opening date.	
8	Inspection	After placement of order, vendor has to machine 2 nos of sample graphite plates of Anode Bipolar plate & Cathode bipolar plate and offer for BHEL inspection within 10 days. After due clearance from BHEL only vendor has to machine remaining components. After completion of the job, the same shall be offered for inspection by BHEL at VENDOR works along with dimensional reports.	
9	Transportation	Free issue material with proper packing shall be supplied to vendor's works at BHEL's cost and dispatching the finished Item will be in vendor's scope, that means the charges of delivering the job to BHEL's store to be borne by vendor. Vendor has to use the same/better packing for supply of machined plates Due care shall be taken while transporting graphite plates.	
10	Delivery Destination	Delivery condition to F. O. R. destination to BHEL,R.C.PURAM-HYDERABAD-32	
11	Preservation and Packing.	BHEL will send the plates with proper packing. Vendor has to send the lot with same packing after machining.Vendor is responsible for transit damage	
12	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.	
13	ITB Conditions	Acceptance for all applicable Terms & Conditions of ITB Rev.13. FILLED & SIGNED ITB DOCUMENT IS TO BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID (ANNEXURE-A)	
14	Firm price clause	The quoted price shall be firm till the complete execution of the subcontract order and no escalation of any account will be admissible.	

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15	Tie of Prices	In course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case of more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders or their representative. Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.	
16	BANK GUARANTEE	BG is required against free issue material as per following condition: 10% of the material value is required as Bank Guarantee(BG). (BG Value is 2 lakhs Approx for this enquiry). BG shall be valid for atleast 1 year and shall be as per BHEL prescribed format only. BG shall be submitted within 14 days from PO placement date. Note: Bank Guarantee can be submitted in the form of FDR also.	
17	RISK PURCHASE	These items are required for project where delivery is very critical and timely delivery is essence of this contract. In case, any vendor approved for the proposed framework agreement fails to accept/execute the order, BHEL may get the job done through other sources at the risk and cost of those vendors and the extra expenditure involved shall be recovered from these vendors from any amount due to them. Also, BHEL may suspend business dealing with such vendors as per BHEL's guidelines for Suspension of Business Dealings with Suppliers/Contractors.	
18	Payment	a) Micro & Small Enterprises (MSEs)- 100% Direct EFT payment within 45 Days. b) Medium Enterprises- 100% Direct EFT payment within 60 Days. c) Non MSME Bidders- 100% Direct EFT payment within 90 Days. NOTE: i) Above due date is reckoned from the date of Receipt of material or Invoice date whichever is later. Payment will be made on acceptance of Material. ii) MSEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL. iii) The taxes that are reimbursed are limited to applicable taxes are on the Purchase Order delivery date or the amount actually paid whichever is less. iv) 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.	
19	TAXES	-Job worker to provide Tax invoice to BHEL and GST at applicable rates on the services charges will be paid to Job worker against GST compliance and on availment of Input Tax credit by BHEL. -TDS as per the extant statutes shall be deducted. -In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act. -Concessional certificates, if any, should be provide well in time for lower tax deduction.	
20	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.	
21	Discretion clause	BHEL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OFFER PARTLY OR FULLY AT ITS DISCRETION WITHOUT ASSIGNING ANY REASON	
22	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 shall not be considered as force majeure	

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23	Arbitration	Arbitration : all disputes arising out of this contract shall be referred to the Unit Head, HPEP, BHEL R.C.Puram, Hyderabad 502032, or his authorized representative for arbitration and his decision shall be final and binding.	
24	Jurisdiction	Jurisdiction : In case of any suit or other legal proceedings arising under or relating to the contract, the courts at Sangareddy District, Telanagana only shall have the jurisdiction and this will be resorted only after exhausting the arbitration clause as above.	
25	Other GENERAL terms & Conditions	Acceptance to all other BHEL general terms and conditions as mention in the enquiry/guidelines document.	
Annexure-I			
Sl.no	Job details	Scope of Supply	Sub-Contractor Acceptance
10	Drg no : 35601501007-01, ANODE BIPOLAR PLATE, Qty : 148nos	VENDOR SCOPE OF WORK: Blank graphite plates 350 mm X 250 mm X 2.8 mm thick of 300 numbers shall be supplied by BHEL. Vendor has to do machining as per BHEL requirement. 1. ANODE BIPOLAR PLATE as per Drawing 35601501007 (SERPENTINE PLATE - ANODE SIDE & LIQUID cooling on Back side) 2. CATHODE BIPOLAR PLATE as per Drawing 35601501008 (INTERDIGITATE PLATE - CATHODE SIDE & LIQUID cooling on Back side) 3. COOLING HALF BIPOLAR PLATE as per drawing 35601501006 (LIQUID COOLING on one side & No machining on another side).	
20	Drg no : 35601501008-01, CATHODE BIPOLAR PLATE, Qty : 148nos		
30	Drg no : 35601501006-01, HALF BIPOLAR PLATE (BOTTOM & TOP), Qty : 4nos		