

SPECIAL CONDITIONS OF CONTRACT (SCC) - Revised			
Sl.No	Enquiry number: : E6A1T86687 date 04.01.2020	Supplier Acceptance	Remarks
1	Confirm complete compliance to BHEL Specification and submit the following Filled signed and stamped		
	<u>Technical Specifications</u>		
	1) Customer Datasheet: TPS-MM-DS-TECH-SPEC-MOPDT-R00 2) TC 64515 Rev 02 3)Annexure I- R01 to purchase spec TC64515 Rev 02 4) Annexure II - R01 (PTR) to purchase spec TC64515 Rev 02 5) Annexure III - R01 (TDS) to purchase spec TC64515 Rev 02 6) Annexure IV - R01 (PS) to purchase spec TC64515 Rev 02 7) Annexure V - R01(CL) to purchase spec TC64515 Rev 02 8) TC 64515 Rev 02 & Terminal point sketch provided at clause 4.0 of this annexure 9) Customer's Instruments specification TPS-MM-DS-TECH-SPEC-INSTRUMNT-R00 applicable for instruments / valve in scope of supply. 10) Customer's Pipe / Fittings specification TPS-MM-DS-TECH-SPEC-PIPE-FITTING-VALVE-R00, applicable for Piping / Fittings in scope of supply. 11)Annex-I (PQC) sub supplier questionire 12)Pre Qualification Criteria(PQC) 13) Vendor List -C&I Items to be followed		
2	Evaluation of L1 bidder shall be Lumpsum lowest destination cost of all items		Information
3	Price Bids shall be as per Annexure IV (Price Schedule) to purchase spec TC64515 Rev 01. Vendor has to quote for all the items. Incomplete offers shall be liable to rejection.		NON DEVIATABLE
4	Packing & Forwarding charges (shall be inclusive in quoted material price)		
5	Terms of delivery shall be <u>i) FOR Destination for Indegenous Supplier</u> (Freight & Insurance shall be inclusive in material price & to be paid by supplier). All items shall be dispatched to BHEL Hyderabad 06 store. Date of receipt of material at BHEL 06 Stores Or Receipt of all original documents as purchase order whichever is later shall be considered as delivery date for the purpose of penalty.		
	<u>ii) CIP Mumbai India for foreign supplier</u> a) As per Incoterm (latest). b) IGM date in bill of entry issued by customs shall be delivery date for the purpose of penalty. c) Exchange rate for Foreign Currency to INR shall be as per SBI Exchange rate (TT Seeling rate) as on Technical Bid Opening date. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.		
6	Inspection & Certification by BHEL TPIA / BHEL TPIA OR CUSTOMER jointly as per Approved QP post ordering i) For Indigenous vendor: TPIA Inspection charges are in BHEL account.Vendor's offer will be loaded by appropriate percentage for evaluation. Currently it is 0.26% towards BHEL TPI inspection. All Inspections within Indian workplaces.		
	ii) For Foreign vendors: TPIA Inspection charges (Outside India) shall be in Suppliers account and all inspection charges should be quoted within material price. Supplier has to arrange BHEL approved foreign TPIA-LLOYDS/TUV NORD/DNV/BV for all inspection and certification.		
7	Your offer shall be in two part bid system : a) Part-1 bid i.e,Techno commercial bid (with all technical and commercial tems and conditions. (i).Duly filled in Signed and stamped PQC along with all supporting documents and necessary confirmation as mentioned in Sl.No.1. (ii) Duly filled in signed and stamped copy of Instructions to Bidder (ITB) along with necessary enclosures i.e,Annexure-I,Annexure-II and Annexure-III(as applicable). (iii). Duly filled in signed and stamped copy of Special Contract Conditions (SCC). (iv). Documents / declarations in compliance with Annexure -A,B (if applicable). (v). Signed copy of Priced Sheet i.e,Annexure-IV without price. b) Part-2 bid i.e, Price bid in separate sealed cover indicating our enquiry No. date and due date.		

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8	GUIDELINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS:		
	(i). It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.		
	(ii). The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier / Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.		
	(iii). Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.		
	(iv). Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.		
	(v). In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.		
	(vi). The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure –'A' shall apply in all such cases.		
	(vii). The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM / foreign principal. The OEM / foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM / foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines, before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). It will be the responsibility of the OEM / foreign principal to get acquainted with the evaluation requirements of Indian supplier / agent as per SEARP available on www.bhel.com.		
9	(viii). As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hyderabad is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).		
	FINANCIAL STANDING: Indian Bidders: Vendor to submit annual Financial Turnover during the Past 3 Years along with copy of 3 years Audited Balance Sheet. Foreign Bidders: Vendor to submit copy of latest D&B Report.		
10	Offer validity should be 90 days minimum from the date of technical bid opening date.		
11	Revised offer / Price impact/Addition of non quoted item is NOT allowed after opening of Technical bid. Revised offer may be asked only in the event of change in techno-commercial terms/scope of supply made by BHEL having price impact.		
12	The quoted rates are to be firm till the execution of order		
13	Vendor shall submit drawings,data sheets,QAP & Endorsement sheet if any for the approval of BHEL & for our customer approval if required.		
14	Delivery: Materials should be delivered within 30 Weeks from the date of PO Note: a)For delivery period longer than indicated above, quoted price shall be loaded by 0.5% per week during evaluation of offer. b)Delivery is critical for evaluation of offer. Offers with delivery period beyond one month grace period are liable for rejection.		
15	Duties as applicable (Mention clearly with values which ever is applicable & whether Extra or inclusive in Quoted price) Mention item wise HSN/SAC & GST rates		

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16	A guarantee certificate for 18 MONTHS OF TROUBLE FREE PERFORMANCE FROM THE DATE OF SHIPMENT (SUPPLY) OR 12 MONTHS FROM THE DATE OF COMMISSIONING WHICHEVER IS EARLIER SHALL BE SUPPLIED.		
17	Deviation to any Technical / Commercial terms may be laible for rejection.		
18	Terms and Conditions: Vendor is requested to furnish all details of the offer in BHEL formats. In case of any discrepancy between information furnished here and those furnished elsewhere in the bid, the information furnished in this document only shall be considered, and those furnished else where which are contradictory to the terms agreed in BHEL formats shall be ignored.		
19	Reverse Auction:- BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). As a reminder to the bidders, system will flash following message (in red color) during the course of "online sealed bid": "Bidders to submit online sealed bid less than or equal to envelope sealed bid already submitted to BHEL"		
20	MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II Certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II Certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of the EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). 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.		
Note	1) Vendor shall furnish all the offer details in SCC & ITB only. Information furnished elsewhere if any, as to be consistent with details furnished in SCC & ITB documents. In case of any discrepancy, information furnished in ITB & SCC shall prevail and become final & binding. ITB & SCC shall be submitted by duly filled signed & stamped. 2) The bidders while submitting documents for registration or in response to NIT / Tender etc. are required to ensure that- Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. 3) FRAUD PREVENTION POLICY:: The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.		

Signature & stamp of vendor