



SPECIAL CONTRACT CONDITIONS			
Sl.no	Clause	Vendor Response	Comments
		Yes/No	
1.	Vendor Offer Ref No. and Offer Date		NA
2.	Supplier shall quote prices accordingly for FOR BHEL HYD STORES BASIS.		
3.	PACKING CHARGES , if any shall be included in your quoted prices.		
4.	Delivery Please quote delivery as requested SCC document. 30 Days from the date of BHEL PO.		
5.	Penalty Clause: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. For Material: However, C Note (In case of destination of goods is BHEL, Hyderabad) and MRC date (In case the destination of goods is Direct Dis patch to Site) shall be considered as a delivery date for Penalty Calculation. Note: Absence of enclosed Annexure 1 (Duly signed and stamped) will entail non processing of delivery extension cases in case of delay in supplies of goods owing to reason attributable to BHEL.		Non Deviatable Clause
6.	Inspection (For Indigenous vendors): BHEL appointed TPI for all BHEL Orders. Wherever applicable, End Customer Appointed TPI/End Customer will also have participated in Joint Inspection. Indian Offers will be loaded by 0.17355% towards TPI charges to arrive the total destination cost to BHEL wherever TPI is applicable.		Non Deviatable Clause
7.	Evaluation of offer will be done on Item Wise L1 for this tender.		



8.	Guarantee / Warranty Period : Wherever required, and so provided in the specifications /Purchase Order, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re- execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible. Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier. For bought out packages which are intended to be incorporated in installations or systems the guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods. The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.		Non Deviatable Clause
9.	Following Duly Signed & Stamped Documents has to submitted along with your Technical Offer 1. Annexure 1 – Delivery Mile Stones agreement 2. Annexure 3 – Local Content 3. Annexure 4 – Restriction of procurement from Countries sharing land with India		Non Deviatable Clause
10.	Others: Following points shall be noted ➤ Vendor offer acceptance is subjected to end customer/BHEL approval. ➤ QAP Approval is applicable		Non Deviatable Clause
11.	For any Further details/queries regarding this Tender, you can contact the following Officers: M.R.Manasa , Dy.Manager /Pur/TC – manasa@bhel.in You can call us on 040-2318 3248		Non Deviatable Clause
12.	All the offers received will be evaluated subject to End Customer Approval / BHEL Approval.		
13.	Please note that vendors offer is liable for rejection, in case any deviation to Non Deviatable Clause. Any other terms mentioned anywhere in your offer will not be considered. Terms agreed in the Buyer ATC and Special Contract Conditions are final.		
14.	Bidders to confirm that they read the terms & conditions in ITB (Instruction To Bidder) and confirmed.		
15.	Contact Details of Supplier Name: Email: Contact:		



Annexure-I				
Major Activity timelines shall be considered for indigenous purchases				
S No	Activity	Agency	Timeline	Acceptance / Remarks
1	PO acknowledgement	Vendor	04 days from the date of receipt of PO	
2	First submission of Drawings, Data sheets and QP Rev-00	Vendor	15 days from receipt of PO	
3	commented / approved drawings / data sheets and QP to vendor	BHEL/Customer	07 days from the receipt of Rev-00 submission.	
4	Subsequent submission of revised drawings / data sheets and QP	Vendor	07 days from the receipt of commented drawings / data sheets and QP	
5	Subsequent Approved /commented Drawings and QP to vendor	BHEL/Customer	07 days from the date of receipt of revised drawings / data sheets and QAP.	
6	Raising of Inspection Call	Vendor	07 days before the proposing inspection date. (BHEL will provide approved QP before raising inspection call)	
7	Inspection completion	BHEL Third party inspection agency / Customer	07 days from inspection call date.	
8	Despatch Instructions	BHEL	07 days from the date of receipt of final approved inspection report to BHEL.	
9	Receipt of Material at BHEL stores/ site	Vendor	15 days from Despatch instructions	

Absence of this annexure in NIT will entail non processing of delivery extension cases in case of delay in supplies of goods owing to reason attributable to BHEL.

Vendor's Signature



Annexure - III

Proforma for self-certification by Supplier for minimum local content on their letter head for tender value less than Rs 10 Crore

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified in the policy) for claiming Purchase Preference linked with Local Contents under the Govt. policy against tender no. _____."

Note: As per GOI circular, the bidders offering Imported items falls under the category Non-Local Supplier. They can't claim as Class I Local Supplier/Class II Local Suppliers by claiming the services as transportation, Insurance, Installation, Commissioning & training and after sales service support like AMC/CMC etc as local value addition

Auditor's certification with respect to minimum local content on the letter head of Statutory Auditor for tender value above Rs.10 crore

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified in the policy) quoted vide offer No. _____ dated _____ against BHEL's tender No. _____ by M/s _____ (Name of the bidder)."

Note: As per GOI circular, the bidders offering Imported items falls under the category Non-Local Supplier. They can't claim as Class I Local Supplier/Class II Local Suppliers by claiming the services as transportation, Insurance, Installation, Commissioning & training and after sales service support like AMC/CMC etc as local value addition



ANNEXURE IV

Proforma for self-certification by Supplier for Compliance to below Clause

Clause: Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority. <https://www.mea.gov.in/> to be referred for latest details of competent authority and exemptions.

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s _____ **(Name of firm)**

(Tick the Appropriate)

Is not from such a country

Is from such a country and has been duly registered with the Competent

authority. (If, Yes Please enclose the Approval obtained from Competent Authority)

I hereby certify M/s _____ **(Name of firm)** fulfills all requirements in this regard and is eligible to be considered (where applicable, valid registration by the competent authority shall be attached)

Sd/-
Authorized Signatory with Stamp