

ANNEXURE-A

Special Conditions of the Contract (SCC)

Collective no: **B5E1P15664** , Dtd: **18.11.2016** , Due Date: **09.12.2016**

This is a mandatory document to be filled and attached to technical bid for evaluation
(Otherwise your bid will be disqualified)

NOTE :

- 1) Vendor has to **choose drop down button** against "Supplier confirmation" column.
- 2) For any deviation, please write in "Deviation / Remarks, if any" column.
- 3) Vendor has to submit this ANNEXURE-A along with their technical bid, failing which their offer will be not evaluated.
- 4) Commercial Conditions quoted in any place other than this format, including stated in Vendor's General Terms and conditions enclosed, if any, shall be summarily ignored and be invalid for evaluation of the Preferred Bidder.
- 5) Bidders to please note that the terms & conditions contained in GCC (General Conditions of Contract for Purchase) & ITB (Instructions To Bidder) are to be read before filling this ANNEXURE-A.

Sl. No	Terms & Conditions	Supplier confirmation	Deviations / Remarks, if any
1	Price Validity: Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid / Part-I in case of two part bid).		
2	Price once quoted shall remain firm and valid during execution of PO. Offers with PVC will be outrightly rejected except in cases where specifically called for in the NIT.		
3	PACKING CHARGES, if any shall be included in your quoted prices.		
4	PAYMENT TERMS: For Indian vendors: 100% payment along with taxes, duties, freight & insurance will be made within 90 days from the date of LR/invoice. However payment would be done only after receipt of original documents, including GR clearance at BHEL stores. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days. For Foreign vendors: 100% payment on CAD.		
NOTE: In case BHEL considers any deviation in payment terms, the bids shall be loaded with 18% interest per annum for L1 evaluation.			
5	TERMS OF DELIVERY : For Indian vendors: FOR - BHEL WORKS For Foreign vendors: CIF - Mumbai port. (BL date shall be considered for calculating penalty).		
6	Delivery period: <i>Delivery shall be quoted in Days / weeks / months w.r.t the date of LOI/PO.</i>	Weeks from the date of PO	
7	Third Party Inspection: (Mandatory) For Indian vendors: - Third party inspection by M/s. TUV SUD (or) M/s. SGS - TPI charges by BHEL-Hyd. For Foreign vendors: - Third party inspection by M/s. LLOYDS REGISTER / BEREAU VERITAS / DNV / TUV - TPI charges shall be included in quoted prices.		
8	Guarantee / Warranty: (Deviations to this clause is not acceptable). Guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier (As per clause 16. of GCC)		

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9	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 order value. (Refer clause 12 of ITB & clause 12 of GCC) NOTE: For any deviations to the paynalty clause, the offer shall be loaded @ 10% or to the extent to which it is not agred to by the vendor.		
10	Taxes & Duties (Data to be indicated by the bidder) a) Indigenous Purchase: i) Excise Duty: (To be quoted in %) ii) CST against form C : (To be quoted in %) iii) VAT : (To be quoted in %) NOTE: Bidders to ensure correct applicability of CST / VAT based on the Inter / Intra state movement of goods. b) Foreign Purchase: Offer of foreign vendors will be loaded for evaluation purpose prevailing tariff of Customs Duty as applicable for MERIT/PROJECT IMPORT / DEEC. However, as per present tariff of maximum Custom duty (5%), CVD (12%), Additional CVD (4%), Ocean Freight and Insurance (@ 3% on FOB value & incase of CFR offers, Insurance @ 0.1%) and Inland freight, handling charges, incidentals (3%). However, the tariff may change from time to time as per the Government of India Policy.		
11	REVERSE AUCTION : "BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Nonsubmission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."		
	Furnish the following details: 1) Name of the participating person for future communication :: 2) Telephone number :: 3) E-mail address :: 4) Mobile Number ::		
12	Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 3% of Ex-works value (5% for plates, pipes, rounds & structurals) unless otherwise mentioned in enquiry.		
13	For Foreign Bidders only: a) Name of the bid currency. b) Name of the port of loading.		
14	Supply should strictly confirm to BHEL drawings (if any), specifications. All tests should be carried out as per BHEL drawings and specifications. All test certificates, guarantee certificates an Pre-inspection reports (PIR) should be furnished along with dispatch documents.		
15	Tolerance Limit: Quantity tolerance shall be +/- 10%		
16	BHEL reserves the right to increase / decrease the quantity indicated and to cancel the item / items of the enquiry.		
17	BHEL may choose for placing repeat order for additional quantity, as and when required, with the acceptance of vendor.		
18	Bidders to confirm that GCC & ITB attached to this enquiry have been filled, signed and stamped.		