

 	ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	Filter Press Cloth (Nylon) Qty : 1000 EA
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RFQ No- 6000092953 Dated 17-03-2020

Terms & Conditions:		
1.	Type of Contract	Supply
2.	Scope of Supply	Supply of 1000 Nos Filter Press Cloth (Nylon) as per Drg No-MU 16207-R3
3.	Consignee address	STORES INCHARGE BHARAT HEAVY ELECTRICALS LIMITED ELECTRIC & PHOTOVOLTAIC DIVISION (FORMERLY KNOWN AS ELECTROPORCELAINS DIVISION) PROF. CNR RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012. Consignee address in LR should be strictly as per above.
4.	Buyer and Paying Authority	BHARAT HEAVY ELECTRICALS LIMITED, ELECTRIC & PHOTOVOLTAIC DIVISION (FORMERLY KNOWN AS ELECTROPORCELAINS DIVISION) , BANGALORE 560 012
5.	Mode of Dispatch	By ROAD. <u>Note:</u> It is Vendor's responsibility to ensure availability of Trucks schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.
6.	Price basis	Firm, till the completion of contract. Ex-WORKS, inclusive of packing & forwarding charges and freight basis. Taxes and duties to be paid as per the prevailing taxes. Material to be dispatched on freight pre-paid basis to BHEL EPD.
7.	Unloading at EPD	BHEL-EPD BANGALORE SCOPE.
8.	Delivery Schedule	Completion of Supply within 1 month from the date of P.O. (Sample to be approved before bulk supply)
9.	Payment terms	100% of basic price of material supplied, as per PO, along with 100% taxes & duties (as applicable) & freight charges, shall be paid on pro-rata basis within 45 days from the date of receipt of LR/GR & receipt of complete documents as per order/contract subject to acceptance of materials.
10.	Delayed Delivery (LD Clause)	0.5% per week to a maximum of 10% of the P.O. value will be deducted for the late delivery w.r.t. P.O. delivery terms.
11.	RISK & COST CLAUSE	Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.

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	Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier. RISK & COST Risk and Cost against Balance Work: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items
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		shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount. LD against delay in executed work/supply in case of Termination of Contract LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/supply" is given below. 1. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1 2. Let the value of executed work/supply till the time of termination of contract= X 3. Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y 4. Delay in executed work/supply attributable to contractor/supplier i.e. $T2 = (1 - X/Y) \times T1$ 5. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier. Note: Incase portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.
12.	Conciliation Clause	The Conciliation Scheme 2018 attached as Annexure-A shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.
13.	Evaluation Criteria	Evaluation for this tender shall be done on Landed Cost to BHEL EPD basis.
14.	Validity of Offer	90 days from the date of Bid Opening
15.	Sample Submission	One sample has to be furnished for compatibility check before dispatch.