

Annexure C

Special Conditions of the Contract (SCC)

1. Performance security: Performance bank guarantee for 10% of the order value from any of BHEL consortium banks valid for 24 months from the date of receipt of material at BHEL Hyderabad shall be provided by the successful bidder.
2. New vendors : In case qualified and successful bidder happens to be new vendor who is not registered with BHEL, such supplier shall submit the new vendor registration application on “online supplier registration portal” in BHEL web site ‘www.bhel.com/supplier registration’ page and using “online supplier registration portal – mirror link” tab. It may be noted that purchase order will be released on such successful bidder only after completion of vendor registration.
3. Vendors shall submit the technical check list as per annexure D properly filled for all the points.
4. The bidder should provide a list of recommended spares for 2 year operation indicating item description, part number, quantity and price along with the quotation. However the prices of these spares will not be considered for bid evaluation. The Prices of such spares should not change for next 2 years from the date quotation. This clause supersedes ITB clause 9 for spare parts validity of 180 days.
5. The bidder to enclose undertaking to make spares available and provide after sale service/support for the system for next 10 years. Original Equipment Manufacturer's undertaking must be forwarded for the items not manufactured by the bidder.
6. The bids received without undertaking to make spares available for the item quoted for next 10 years will be considered as non-responsive and rejected.
7. In the event of an order the supplier should provide all the associated spares and consumables required for installation and commission the system at site including special tools.
8. The offers through emails should be submitted on or before 10.00Hrs IST on bid opening date and offers submitted through hard copies should be submitted before 11.00Hrs IST on the bid opening date. The offers received after the stipulated time are liable to be rejected.

9. Payment terms for Imports:-

a. 90% payment through Cash against documents / Sight draft

- i. Purchaser can also accept payment terms against presentation of documents to the Purchaser's Bank / sight draft.
- ii. All banking charges outside India will have to be borne by the supplier.
- iii. Balance 10% shall be paid against submission of Performance Bank guarantee issued by any one of BHEL consortium banks valid for a period 24 months from the date of receipt of material at BHEL Hyderabad.

OR

b. Against LC:

- i. 90% payment (less Indian Agency Commission, if any) shall be paid against irrevocable Letter of Credit.
- ii. LC shall be opened only in the name of vendor on whom purchase order is placed.
- iii. LC will be opened 1 month prior to the scheduled delivery of PO. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening.
- iv. Balance 10% shall be paid against submission of Performance Bank guarantee issued by any one of BHEL consortium banks valid for a period 24 months from the date of receipt of material at BHEL Hyderabad.

This clause 9 supersedes ITB clause 11-B.

10. Please refer Clause 16 of GCC for ITB clause 13 - guarantee/Warranty period deviations.

11. Installation and commissioning of Disc brakes: Vendor shall supervise and assist in integrating the disc brakes along with total system, during installation and commissioning of these disc brakes on E1400 Draw works at Oil India rig sites. The bidder to quote for the supervision charges for above activities. Installation and Commissioning will be done in phased manner requiring maximum three visits by bidder's personnel at Duliajan, Assam (India). Total numbers of days required for installation /commissioning of each system should also be indicated by the bidders. The vendor charges for above

activities should include amongst others all to and fro fares, boarding / lodging and other expenses of their Engineer(S) during their stay at Duliajan. Installation & commissioning charges shall be considered for evaluation of the offers. BHEL will give 14 days' advance notice prior to each installation.

12. Vendor shall provide free training to two BHEL engineers and two Oil India Engineers at site for one week regarding basic design features, manufacturing and trouble shooting of disk brakes. Training is essential for commissioning the equipment and providing support after sales in future.
13. Payment of installation and commissioning shall be made after completion of installation and commissioning. Completion certificate from BHEL/End user shall be produced by vendor.
14. Vendors are required to quote the best delivery as minimum as possible.