

## **SCC (Special Conditions of Contract) NIT 202003641: -**

1. **Conformity of Product with specification given in NIT:** *Supply of Argon gas ( Grade III- 21000Cubic Metre and Grade I-8000cubic metre at 140 KG/square centimetres in 46.7 litres cylinder with complying to IS:5760.*
2. **Delivery Term:** *On Free on Road (F.O.R) BHEL Rudrapur / CIP (Carriage and Insurance Paid) Basis as per Incoterms 2015. Loading of material shall be in scope of Supplier and unloading at BHEL shall be in scope of BHEL. The quoted price should be inclusive of all charges, including testing, packing, forwarding, inspection etc.*
3. **Delivery:** *On every 12<sup>th</sup> day lot of 2500 cubic metre of grade 3 and 1000 cubic metre of grade 1 is required. Any deviation to the above delivery condition a loading of 0.5% per week shall be applied while comparison of the prices.*
4. **Rates:** *Rates are to be quoted on per Cubic Meter for entering into a Rate Contract / Frame Work for 1 year duration. Rates quoted should therefore, be firm & valid for 1 year.*
5. **Price basis:** *Not applicable.*
6. **Payment Terms:** *100% within 45 days through NEFT/RTGS after receipt subject to acceptance of material. Any deviation in the above payment term will attract loading at the rate of "[Base rate i.e. Prime Lending Rate of State Bank of India (as applicable on the date of techno-commercial bids opening) + 6%]" for the period of relaxation sought by bidders. However, offers quoting advance payment etc shall be liable for rejection.*
7. **Quotation validity:** *90 days from bid opening.*
8. **Liquidated Damages (LD) clause:** *In case of delay in delivery, a penalty of 0.5% per week, maximum up to 10% of total order value including PVC on delayed portion shall be applicable. In case of quoting any deviation from the above LD clause, the offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of basic value. GST shall be extra on LD amount and BHEL shall provide GST invoice for LD deducted.*
9. **Risk Purchase Clause:** *Bidder to accept BHEL standard risk purchase clause. If the supplier fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same or the best and the nearest available substitute from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services. In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection.*
10. **Reverse Auction:** *RA shall not be conducted for this tender.*

- 11. Suspension of Business Dealings:** *Suspension of Business Dealings: Action shall be taken as per extant BHEL "Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016" against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website [www.bhel.com](http://www.bhel.com).*
- 12. 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."*
- 13. Supplier Registration:** *New Supplier which is not registered with BHEL CFP Rudrapur unit shall submit Supplier registration Form through online portal <https://supplier.bhel.in/> to get registered with BHEL Rudrapur preferably before Price bid opening/Reverse Auction. There are separate forms for indigenous and foreign suppliers.*
- 14. Quantity Tolerance:** *Quantity Tolerance in Purchase Order placed against proposed FA shall be +/- 10%.*
- 15. Cancellation of Contract:** *In the event of non-performance of the contract by the supplier within specified delivery period, BHEL reserves the right to cancel the purchase order with issue of a written notice through e-mail/postal etc. BHEL would provide a curing period of not more than 15 days for the supplier to rectify the situation without any prejudice to terms and conditions mentioned in Purchase order/Framework Agreement. If situation is not rectified within notice period after issuance of notice, BHEL shall be free to execute Risk purchase in addition to invoking of CEBG and other legal remedies.*
- 16. Order Acknowledgement:** *It must reach Purchase Order signing authority within 10 days of issue. Failure to do so would be deemed to mean that order has been accepted.*
- 17. Unsolicited revision of price after last date of Tender submission:** *Unsolicited revision of price shall NOT be considered after last date of tender submission. In case of supplier insisting for submission of unsolicited revision of price after last date of Tender submission at any stage, offer shall be liable for rejection.*
- 18. Order Distribution Clause:** *BHEL intends to split the order quantity for each material code to into 02 suppliers in a ratio of 70:30 i.e. L-1 bidder shall be awarded with 70% of BOQ and L2 bidder shall be awarded with 30% of BOQ and in case no bidder accepts the counter offer of the L1 price, then 100% of the BOQ shall be awarded to L1 bidder only.*

- 19. Pre-dispatch Inspection:** *Pre-dispatch Inspection may be carried out by BHEL/BHEL authorized TPIA (Third Party Inspection Agency). Charges of TPI shall be borne by BHEL. Supplier shall intimate BHEL about material readiness well in advance (at least 01 week before) for enabling BHEL to conduct pre-dispatch inspection. However, material shall be accepted after final inspection by BHEL at BHEL Rudrapur and availability of all relevant documents like GST Invoice - 02 set, Material Test Certificate, Guarantee certificate, packing list etc.*
- 20. Dispatch Documents:** *One set of following documents having BHEL PO No. mentioned must be sent directly to the MM Department of BHEL Rudrapur immediately after dispatch. 1. GST Invoice 02 copies. 2. Detailed working of PVC. 3. Copy of Lorry receipt/Goods receipt. 4. TPIA inspection report (if PDI done). 5. Packing list.*
- 21. Transit Insurance:** *Supplier must insure the material for risks during transportation at their cost and is not payable by BHEL*
- 22. Tender Evaluation:** *First, techno-commercial bids of all offers received on or before due date & time shall be opened on due date & time 15.00 hrs. After this, BHEL shall go for price bids opening or reverse auction with techno-commercially qualified bidders only. Framework Agreement shall be finalized with L-1 bidder based on lowest landed rate.*
- 23. Corrigendum:** *Any corrigendum / addendum related to this tender shall be updated on BHEL website [www.bhel.com](http://www.bhel.com) and <https://eprocurebhel.co.in/nicgep/app>. Bidders are requested to regularly visit these websites to keep themselves abreast with updates.*
- 24. Framework Agreement:** *After finalization of this tender, BHEL shall enter into Framework Agreement with successful bidders. Framework Agreement shall be valid for the quantity mentioned in NIT and for one-year period. Further extension of validity period may be done on mutual consent of parties. However, finalization & signing of Framework Agreement does not entitle any bidder to any firm order. BHEL shall place purchase order(s) periodically in line with Framework Agreement as per BHEL's requirement.*
- 25. Arbitration Clause for settlement of disputes:** *In all cases of disputes emanating from and in reference to this framework Agreement / purchase order placed against Framework Agreement (FA), the matter shall be referred to the arbitration of sole arbitration of Administrative Head of BHEL CFP Rudrapur or any other person including employee of BHEL (even though he had to deal with the matter relating to subject Purchase order/FA in any manner) nominated by the said Administrative Head to act as sole arbitrator. The Arbitration shall be under The Arbitration and Conciliation Act of 1996 and the extant rules there under.*
- 26. Jurisdiction:** *Suits or any matter arising out of the PO shall be settled in Rudrapur, Uttarakhand, India courts.*

- 27. Registration On GEM:** L1 bidder shall provide a copy of GEM([www.gem.gov.in](http://www.gem.gov.in)) Registration ID to BHEL for future references.
- 28.** If any bidder mentions prices anywhere in technical bid/PQR (other than price bid), he will be responsible for consequences of thereof and such prices mentioned in unpriced-bid shall not be considered valid.
- 29.** Gas to be filled in cylinders after proper purging and vacuum. Different Identification on each cylinders of Gas is required. Each cylinder requires "Hand Operating valve" at its top with "Protection cage"
- 30.** Sealed packing at cylinder valve area required for new filled cylinders. Gases are to be filled at 140Kg/cm<sup>2</sup>.
- 31.** Supplier has to provide cylinders & cylinders shall remain the property of supplier.
- 32.** Cylinders to be delivered to central store of BHEL Rudrapur. Loading unloading shall be done by supplier
- 33.** Identification on each cylinder for Grade 1 and Grade 3 is required.
- 34.** Authorized bottling agency or OEM is required.
- 35.** Test certificate is required. If gas not found as per the test certificate, then free replacement to be done within 24 hours

**36. QAP details are :**

| GeM golden Parameters                     | Argon Gas Gr-1 | Argon Gas Gr-3 |
|---|----------------|----------------|
| Purity of Argon gas %                     | 99.99%         | 99.97%         |
| Oxygen, Ppm, <u>Max</u>                   | 5.0            | 0.5-10.0       |
| Nitrogen, Ppm, <u>Max</u>                 | 2.0            | 2.0-10.0       |
| Hydrogen, Ppm, <u>Max ( range)</u>        | 0.5-2.0        | 0.5-5.0        |
| Water Vapours, Ppm, <u>Max</u>            | 4.0            | 0.5-7.0        |
| Carbon Dioxide, Ppm, <u>Max ( range)</u>  | 0.5-3.0        | 0.5-3.0        |
| Carbon Monoxide, Ppm, <u>Max ( range)</u> | 0.5-2.0        | 0.5-2.0        |

|  |         |         |
|--|---------|---------|
| Hydrocarbons, Ppm, <u>Max ( range)</u> | 0.2-0.5 | 0.2-0.5 |
| Cylinder Pressure, Bar <u>Min</u>      | 140     | 140     |
| Confirming to IS:5760 of company       | YES     | YES     |

**Notice Inviting Officer**