

SCC (Special Conditions of Contract) NIT 202101791: -

1. **Conformity of Product with specification given in NIT:** *Electroplating on the Products shall be strictly as per approved drg and specification as per corporate standard (attached) as well as BHEL Corporate specifications (attached) given in NIT. Component of copper and its alloys shall be given by BHEL Rudrapur against material security during the contract period.*
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 period:** *Delivery within 21 days from receipt of material from BHEL Rudrapur (JOB WORK).*
4. **Price basis:** *PVC ratio shall be 1:0.5 (one is to zero point five) i.e. for every increase / decrease by 1% in the rates of Tin, there shall be corresponding increase/ Decrease by 0.5 % in the contract rates. The base rate for Tin is Rs2525 per Kg as per ET Intelligence circular dt 01.06.2021.*
5. **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.*
6. **Quotation validity:** *90 days from bid opening.*
7. **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.*
8. **The material security worth minimum Rs 50000 up to 100% of the material value shall be deposited by the supplier before lifting of the jobs from CFP Rudrapur.**
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.*
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 the material code to single supplier i.e. L-1 bidder shall be awarded with 100% of BOQ.
- 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 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. 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 unpricedbid shall not be considered valid.**
- 28. Material must be dispatched in proper packed condition with suitable identification to avoid any damage during transportation and storage.**
- 29. The purchase shall be of sub-contracting nature.**
- 30. QAP for the said item is attached for quality requirements of the Job work.**

Notice Inviting Officer