



**COMPONENT  
FABRICATION  
PLANT**

**SPECIAL CONDITIONS  
OF CONTRACT (SCC)**

**Revision No. 00  
(For FA for Supply  
of Al Filler Wires)  
Tender  
No.202106031**

**ABBREVIATIONS**

Issued on 18.04.2022

**SPECIAL CONDITIONS OF CONTRACT**

**1) Delivery Term:**

- Material shall be supplied to BHEL Rudrapur; rates shall be quoted in per Kg FOR BHEL RUDRAPUR basis including cost packing, forwarding, transit insurance and freight charges. (Address: CFP-BHEL Rudrapur, Kichha Bye Pass Road, Near FCI Godown, U.S. Nagar, Uttarakhand-263153).
- Rates shall be quoted for 01-year Rate contract basis for the quantity mentioned in tender.
- The quantity indicated in the bid is overall requirement. However, BHEL shall place several PO of smaller quantity over the period of time against which supplies shall be made.
- PVC Clause applicable for the tender PVC Ratio 1:1

Base rate of Aluminium Ingot IE10 as per NIT i.e. Rs.296500 / MT of 1.04.2022. (NALCO Circular Attached.)

Applicable Nalco price circular (IE10) 30 days prior from the date of invoice.

**2) Delivery Period:**

Quantity indicated in NIT is envisaged for one-year requirement. BHEL shall place several purchase Orders (PO) for smaller quantities under the Framework Agreement finalized against this NIT.

Delivery time will be 30 days from PO Date.

Minimum order quantity for every Lot for MIG & TIG filler wire : 2500kg & 500kg respectively.

Maximum order quantity for every PO for MIG & TIG filler wire : 5000kg & 1000kg Respectively.

- **Delivery in case of rejection:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

In case of quoted delivery period being longer than the delivery period of 30 days from the date of PO as specified in tender and also being accepted by BHEL, a loading of 0.5% per week, maximum up to 10 % shall be done (For which relaxation sought) for comparing L1 standing.



**COMPONENT  
FABRICATION  
PLANT**

**SPECIAL CONDITIONS  
OF CONTRACT (SCC)**

**Revision No. 00  
(For FA for Supply  
of Al Filler Wires)  
Tender  
No.202106031**

**ABBREVIATIONS**

Issued on 18.04.2022

**3) Liquidated Damage:**

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.

**4) Payment Terms:**

- **Micro & Small Enterprises (MSEs)** - 100% payment through EFT within 45 days after the receipt subject to acceptance of material.
- **Medium Enterprises**- 100% payment through EFT within 60 days after the receipt, subject to acceptance of material.
- **Non MSME** - 100% payment through EFT within 90 days after the 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.
- MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details, please visit [www.rxil.in](http://www.rxil.in)
- No overdue interest shall be payable by BHEL.

**5) Validity of Offer:**

- Validity of offer shall be **90 days** from tender opening.

**6) Other Terms:**

- Tender shall be awarded to techno-commercially qualified bidder who quotes lowest landed rate in price bid/finance bid.
- **Taxes & Duties etc. shall be payable extra at actuals. Please mention applicable GST % on attached Tax Sheet.**
- Bidders to submit signed and sealed copy of all attached NIT documents and Standards as a proof of acceptance.
- All deviations against technical/commercial terms must be mentioned in a separate "Deviation List". Any hidden condition/deviation mentioned elsewhere other than Deviation List will not be considered valid.
- No separate technical offer submitted by bidder shall be acceptable. Only techno-commercial offer/documents given in tender on NIC portal shall be acceptable.
- Quantity is tentative and may and may not be used in full quantity. Quantity will be as per actual Requirement)
- Sample Material required for all 6 line items.
- **OEM/Authorised Dealership Certificate Required.**
- QAP is attached bidder will attach sign and stamped copy of QAP.
- For Technical Qualification, NABL TEST Report required: Chemical Composition & Mechanical.
- FINISH: Smooth Finish free from surface imperfections, corrosion, grease, excess oxide & other Foreign matter, which would affect weld, prop (CI 7.1 IS-5897)
- **Packing: 5 Layer protection packing image is attached.** (1&2) Poly over carton and spool wire (3) Spool in carton and (4) Good poly wrap over top surface of spool wire. (5) Silica pack in polythene of spool packing.





**COMPONENT  
FABRICATION  
PLANT**

**SPECIAL CONDITIONS  
OF CONTRACT (SCC)**

**Revision No. 00  
(For FA for Supply  
of Al Filler Wires)  
Tender  
No.202106031**

**ABBREVIATIONS**

Issued on 18.04.2022

- Marking on each carton box packing(1) IS required (2) Manufacture Name address (3) Trade Designation of product (4) Size and Weight of rod (5) Batch No. (6)Special Information for storage/handling and usage.(7) Safety Instructions (CI 14.1 IS-5897).
- Pre-dispatch inspection by BHEL/TPI required. Material can be dispatched only after written
- dispatch clearance provided by BHEL, however final acceptance of the material will be done
- only after receipt and inspection at BHEL Rudrapur Works.
- Guarantee Certificate Required.
- Test Certificate Required.

**7) FRAMEWORK AGREEMENT (FA):**

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.

BHEL may extend the Frame-work Agreement Period / Quantity by further maximum 03 month & totalling to 01 year and 03 months for the entire Frame-work agreement with mutual consent. However, finalization & signing of Framework Agreement does not entitle any bidder to any firm order. Any claim by the bidder on account of capacity blocking, funds etc. due to entering into the FA shall not be entertained. FA sets out terms and conditions under which specific purchases can be made during the term of the agreement and shall include agreement on prices which are determined after following the tendering procedure. BHEL shall place purchase order(s) in line with Framework Agreement and as per BHEL's requirement.

BHEL reserves the right to terminate the framework agreement after giving a notice period of 15 days to the supplier without assigning any reason thereof. No claim on account of termination of contract shall be admissible.

**8) DECLARATION REGARDING SUSPECTED CARTEL FORMATION:**

The Bidder will declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

  
(BHEL RUDRAPUR)