(Copper Braided Flexible including Silver Plating & Electro Tinning) Annual Framework Agreement: FY 2023-24

Special Conditions of Contract (SCC)

1. Independent External Monitor

(a) IP is a tool to ensure that activities and transactions between the company and its bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. Details of Independent External Monitor for this enquiry is as below:

Sl	IEM	Email Id
1.	Shri. Arun Chandra Verma, IPS (Retd.) NOT APPLICABLE	acverma1@gmail.com
2.	Shri. Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

(b) The IP is enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

2. PV Clause & its applicability:

a) Copper Base Price:

i) Rates should be based on BME's Copper price circular no. 009/23 for **TOTAL VALUE (A) @ Rs.7,70,538/- PMT of 02.05.2023.** This is the basic BME price, GST & other statutory levies will be extra as applicable. Rates based on any other base price shall NOT be acceptable. Reference: Price circular no. 009/23 dated: 02-May-2023.

ii) Applicable rates shall be those of 1-month prior from the month in which delivery is being made e.g., if delivery of Copper Flexible is being made in 1st to 15th September that the BME price of 01-August will be taken for operating PV Clause.

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iii) PVC ratio shall be **1:1 per kg. (or 1: Unit weight of flexible as mentioned in different drawings)**. PVC ratio other than mentioned above shall not be acceptable.

PVC Formula:

$$C = C_F + C_I - C_B$$

Where,
C = Applicable Rate of Copper Braided Flexibles at the time of invoicing.
C_F = Applicable Rate of Copper Braided Flexibles finalized in the FA.
C_I = Applicable Base rate of Copper at the time of invoicing.
C_B = Applicable Base rate of Copper as per NIT.

b) Silver Base Price:

i) The rates of Silver Plating are based on the basic rates of (Ready) Silver (99.9% purity) **@ Rs.76,300.00/-PKG of 09.05.2023** as per Mumbai Bullion Market & for any change in this rate, the Silver Closing Rate of Mumbai Bullion Market on the 1st working day of calendar month as published shall be effective for supplies till the end of that month in which the plated components are to be supplied to BHEL. Reference: **ET Intelligence Group, Mumbai Bullion Market (Ready)** Silver 1kg dated 09-May-2023.

ii) PVC ratio for Silver Plating shall be **2:1 (two is to one)** i.e., for every increase/decrease by 1% in the rates of Silver, there shall be corresponding increase/decrease by 1/2%(half) in the rates of Silver Plating.

PVC Formula:

$$S=S_F*\{1+50\%*(S_I-S_B)/S_B\}$$

Where,

S = Applicable Rate of Silver Plating at the time of invoicing.
S_F = Applicable Rate of Silver Plating finalized in the FA.
S_I = Applicable Base rate of Silver at the time of invoicing.
S_B = Applicable Base rate of Silver as per NIT.

3. In case of Silver Plating on Ferrules of Copper Braided Flexibles, sq. cm. area of only outer portion will be applicable. Bidders, who do not agree for the same, may quote their Silver Plating rates for Copper Braided Flexibles after adjusting it suitably.

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4. No extra charges for tinning will be payable. Wherever tinning is required on ferrules, the rates should be inclusive of tinning charges.

5. Purchases shall be made in "KGs", however, **total weight & numbers of finished copper component/item shall be verified for inspection & payment purposes**. Payment shall be restricted to DRAWING WEIGHT. However, if actual weight is less than drawing weight, payment shall be made as per ACTUAL WEIGHT.

6. **BHEL reserves the right to:**
   A. To finalize the contract with maximum of 04 acceptable bidders.
   B. Distribution matrix as below shall be referred for distribution of this tender quantity.

	DISTRIBUTION OF TENDER QUANTITY (%)			
Slab	**L1**	**L2**	**L3**	**L4**
04 bidders	40	30	20	10
03 bidders	50	30	20	
02 bidders	60	40	-	
01 bidder	100	-	-	

   C. Offers shall be evaluated on **overall total cost to BHEL Rudrapur** basis.
   D. After successful evaluation, break up for COPPER & SILVER shall be provided by L1 bidder for subsequent ordering /counter offering purposes. It has to be fixed as per the ratio of original price bid of L1 bidder.

Important Note: -
1) **Item No. 01 of this tender is COPPER BRAIDED FLEXIBLE of TINNED BRAIDS.**
2) **In case of ordering for BARE BRAIDS, a discount of Rs.45/- per KG shall be deducted from finalized basic rate.**

   E. Accept/ reject, any or all tenders or part thereof without assigning any reasons.
   F. Delivery time should be quantified for the sequential lots from the date of each PO. 1st lot of 3MT within 02 months from PO date & subsequently 3MT/ month.
   G. To terminate the F/A by giving a notice period of 15 days if the performance of the party is not found to be satisfactory.

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