

## SCC (Special Conditions of Contract) for Tender No 202300071

1. **Security Deposit:** 100 % Security Deposit against issued material in the form of BG/NEFT/FD will be deposit by the contractor (**Minimum 5 Lakh**) before 1st lot of issuing material if issued material value exceed from 5 Lakh any time during contract additional value will be deposited by the contractor in the form of BG/NEFT/FD.
2. **Material:** BHEL Rudrapur shall give Component of Aluminium, Copper & Its Alloys against security deposit of Minimum 5 Lakh during the contract period.
3. **Lifting of Material:** Bidder has to lift the material from BHEL Rudrapur and after plating & inspection same shall be returned to BHEL Rudrapur duly packed as per packing instruction.
4. **EACH COMPONENT SHALL BE IDENTIFIABLE WITH DRAWING, ITEM/VARIANT & PROJECT.**
5. **BIDDER MUST HAVE INHOUSE FACILITIES FOR SILVER PLATING.**
6. **BIDDER MUST HAVE INHOUSE TESTING SET UP FOR SILVER PLATING.**
7. **SILVER PLATING: BIDDER HAS TO DO SILVER PLATING AS PER SG14610 R04, AA0673613 R04 & SG15600 R04 and Thickness of Silver Plating (Min 13 Micron) as per specification 45410001025 Rev-11.**
8. **QAP:** QP/BD/164 Rev 02 is attached.
9. **Test Certificate:** Test Certificate as per specification required along with each lot of Silver Plating.
10. **Guaranteed Certificate:** Guaranteed Certificate Required.
11. **Inspection:** By BHEL/TPI
12. Taxes & Duties etc. shall be payable extra at actuals against documentary proof.
13. Bidders to submit signed and sealed copy of all attached NIT documents and Standards as a proof of acceptance.
14. 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.
15. No separate technical offer submitted by bidder shall be acceptable. Only techno-commercial offer/documents given in tender on [eprocurebhel.co.in](http://eprocurebhel.co.in) portal shall be acceptable.
16. **Payment Terms:** 100% after receipt subject to receipt and acceptance of Invoice. Any deviation in the payment term as per below tables 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.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

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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.

**Bidder must attach UDYAM certificate along with bid to confirm their category.**

**17. 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.

**18. Deliver Terms:** As mentioned in Annexure-B, rates to be quoted on FOR RUDRAPUR (Uttarakhand) including packing, forwarding, freight.

In case of any deviation to delivery schedule mentioned above, loading @0.5% per week, max. 10% shall be imposed on quoted price for comparing L-1 standing.

Rates are to be quoted for entering into a frame work agreement (FA) for 01-year duration. The quantity indicated in the bid is overall requirement. However, BHEL shall place several PO of smaller quantity over the period of time.

**19. Order Splitting:**

Distribution of quantity: As mentioned in Annexure -B, 60% of total quantity will be given to L1, 40 % to L2 who accept L1 rates. If L2 will not accept L1 rates, then counter offer will be given to L3 & so on.

In case of "N" techno-commercially qualified responses, distribution shall be limited to "N-1" out of total N" qualified responses.

**20. Bid currency:** Bid currency shall be INR. Hence, all rates shall be quoted in INR.

21. 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.

**22. 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 Framework Agreement as per BHEL Purchase Policy 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 because of termination of contract shall be admissible.

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23. Unsolicited revision of price shall NOT be considered after tender submission. In case of supplier insisting for submission of unsolicited revision of price after tender submission at any stage, offer shall be liable for rejection.

24. **Applicability of Integrity Pact (IP) & Independent External Monitor (IEM):** 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. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. This tender shall be monitored by an IEM. Please refer Section-8 of the Integrity Pact(IP) for Role and Responsibilities of Independent External Monitor (IEMs). In case of any complaint arising out of the tendering processes, the matter may be referred to the IEM mentioned below. The IP as 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 an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. No routine correspondence shall be addressed to the IEM(Phone/email/post) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.

Details of IEM of this tender is as below:

**Name: Shri Otem Dai, IAS (Retd.)**

Email: iem1@bhel.in

**Name: Shri Bishwamitra Pandey, IARS (Retd.)**

Email: iem2@bhel.in

**Name: Shri Mukesh Mittal, IRS (Retd.)**

Email: iem1@bhel.in

**Bidder will attach sign and stamped copy of attached format of Integrity Pact otherwise Offer of the liable for rejection.**

25. **Declaration regarding suspected Cartel Formation:** The Bidder declares 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.

26. BIDDER must not be under category "banned" or "de-barred from dealing" by BHEL/PSUs/Govt. of India on tender due date/time (Self-declaration required).

### **27.Sub: Conflict of Interest among Bidders/ Agents**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

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- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal;
- or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
28. Bidders to submit signed and sealed copy of all attached NIT documents and Standards as a proof of acceptance.

(BHEL RUDRAPUR)

  
मनीष पन्त / MANISH PANT  
वरिष्ठ प्रबंधक (सामग्री प्रबंधन) / Sr. Manager (MM)  
बी.एच.ई.एल., रुद्रपुर / B.H.E.L., Rudrapur  
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