

SPECIAL CONDITIONS OF CONTRACT FOR TENDER No. 202303721

1. Bidder must be OEM for the offered material or their authorized dealer(s). OEM Registration or Valid Dealership Certificate is required alongwith offer to qualify the bid. Otherwise, submitted offer shall NOT be considered and shall be rejected.
2. Bidder must NOT in under Banned / Debarred category with any of CPSEs / Govt Firms. (Self-Undertaking shall be required on Letter Head).
3. Bidder shall submit Quality Assurance Plan (QAP) as per NIT duly signed & stamped alongwith offer for unequivocal acceptance of technical parameters & compliances.
4. Similar previous test reports for Chemical composition & Mechanical Properties matching with NIT requirements (issued from NABL lab.) shall be required alongwith offer.
5. Finish of Wires shall be as follows:
Smooth finish free from Surface Imperfections, Corrosion, Grease, Excess oxide & other Foreign matter, which would affect weld, prop (CI 7.1 IS-5897)
6. 5 Layer Protection Packing shall be as follows:
5 Layer protection packing image is attached alongwith NIT.
(1&2) Poly over carton and spool wire
(3) Spool in carton
(4) Good poly wrapping over top surface of spool wire and
(5) Silica pack in polythene of spool packing.
7. Marking on each carton box packing shall be as follows:
(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 (as per CI 14.1 of IS-5897)
8. **Rate(s) are invited for entering into annual framework agreement for 1 year.**
9. Rates must be quoted on **per Kilogram basis** on F.O.R. BHEL Rudrapur basis. Packing as per NIT, Forwarding, Transit Insurance and Transportation shall be in the bidder's scope.
Address: Stores Incharge, CFP-BHEL Rudrapur, Kichha Bye Pass Road, Near FCI Godown, U.S. Nagar, Uttarakhand-263153.

10. Delivery Schedule: Minimum 1500 Kg within 02 months and 1500 Kg per month subsequently till completion of purchase order (PO).

The quantity indicated in the bid is consolidated expected requirement for the year. However, BHEL shall place multiple purchase order (POs) during the validity of this framework agreement against which supplies shall be made.

11. Price Variation Clause (PVC) shall be applicable for Aluminium only.

PV Clause: PVC Applicable,

PVC Ratio: 1:1 on per Kilogram basis,

Base rate of Aluminium Ingot IE10 as per NALCO Circular dated 01-March-2024, i.e. **Rs.2,13,400/- per MT** (NALCO Circular Attached).

NALCO Price Circular (for ingot IE10) of **01 month prior from invoice date** shall be applicable.

12. Validity of Offer: 120 Days.

13. Reverse Auction: Reverse Auction shall be applicable for this tender.

14. Test Certificate: Required along with each consignment of supply.

15. Guarantee Certificate: Required along with each consignment of supply.

16. Inspection: Pre-dispatch inspection shall be required. Inspection call shall be raised by vendor on BHEL CQIR Portal (cqir.bhel.in). Inspection shall be done by BHEL/TPI at vendor works as per attached QAP. Subsequent to inspection, complete test reports shall be sent to BHEL Rudrapur for getting dispatch clearance from BHEL Rudrapur. Material dispatch clearance (MDCC) shall be mandatory prior to dispatch.

However, final acceptance of the material will be done only after receipt and inspection at BHEL Rudrapur Works.

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. Payment Terms: 100% as per below specified days after the receipt and subject to acceptance of material through EFT. MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit www.rxil.in. No overdue interest shall be payable by BHEL.

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

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.

19. 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. BHEL may extend the Frame-work Agreement Period / Quantity by further maximum 03 months & 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.

20. 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.

21. 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:

- 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. "

22. Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without

Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.