



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. Of India Undertaking)

rapur-263153, Distt. US Nagar (Uttarakhand)

Tel: (05944) 2572222, 257221, Fax: 243605

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SPECIAL CONDITION OF CONTRACT (SCC)

TENDER ENQUIRY NO: - 202300691, Annual Framework Agreement for Supply of **Stainless-Steel** Fasteners (in Set)

1.SCOPE OF SUPPLY:

MATERIAL CODE	MATERIAL DESCRIPTION	QTY (Kg)
RU9701108809	S.S.FASTNERS (IN SETS) ,1 SET= 1 SCREW OR 01 BOLT,1 NUT,02 PUNC HED WASHER & 01 SPRING WASHER SIZE: M6 TO M20 SPECIFICATIONS AS PER ANNEXURE-1	25000Kg

2. DELIVERY TERMS:

Material shall be supplied on FOR BHEL RUDRAPUR. Therefore, rates to be quoted on FOR RUDRAPUR (Uttarakhand) BASIS only **including packing, forwarding, freight & insurance.**

.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 against which supplies shall be made.

Offers shall be evaluated on overall total cost (L1) to BHEL Rudrapur.

3. TAXES AND DUTIES:

TAXES & DUTIES etc. shall be paid extra at actual on submission of documentary evidence.

4. PRICE BASIS:

RATES TO BE QUOTED FOR FINISHED PRODUCT PER KG

Prices shall be quoted based on base price of April 2023 (For Consumer Price Index Number for Industrial workers) and April 2023 {For wholesale price Index (WPI) for " Stainless Steel bars & rods, including flats}

Price Variation Clause (PVC): Formula & applicable base prices are as below: -

$$P = P0 * \{0.10 + 0.70 * (SS1/SS0) + 0.20 * (W1/W0)\}$$

P=Revised (Billing) Rate

P0=Original rate as per Purchase Order

SS1=The wholesale price Index (WPI) for " Stainless Steel bars & rods, including flats" **two months prior to date of dispatch.**

Source: Office of the **Economic Advisor** (<https://eaindustry.nic.in/>)

SS0=The wholesale price Index (WPI) for " Stainless Steel bars & rods, including flats " as on April'2023
i.e., 114.3

Source: Office of the Economic Advisor (<https://eaindustry.nic.in/>)



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W1=All India Average Consumer Price Index Number for Industrial workers published by Labour Bureau, Shimla **two months prior to date of dispatch.**

Source: <http://labourbureau.gov.in/>

W0=All India Average Consumer Price Index Number for Industrial workers published by Labour Bureau, Shimla **as on April'2023 i.e., 134.2,** Source: <http://labourbureau.gov.in/>

In case of delay in delivery due to reasons not attributable to BHEL, the PVC shall be restricted to the purchase order delivery date or the actual dispatch date whichever is advantageous to BHEL.

In case PO delivery date is extended by BHEL, the PVC shall be applicable for the extended delivery date.

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**

5- BID CURRENCY: -

Bid Currency shall be INR. Hence, all rates shall be quoted in INR.

6. OFFER VALIDITY:

90 days from the date of bid opening.

7. ACCEPTANCE OF TECHNICAL SPECIFICATION:

Bidder to submit signed and stamped copy of all specifications/standards and all other TENDER DOCUMENTS (SCC, GCC, PQR, Deviation sheet, Tax sheet etc.) duly filled/signed and stamped as a proof of acceptance of technical and commercial terms.

Following standards shall be applicable:

- a) S.S.Screw/ bolt as per plant standard no- RU7121199/RU7111199
- b) SS Nut as per plant standard No-RU7151199
- c) SS washer Punched as per plant standard RU7161099 Rev.01
- d) SS washer Spring Lock as per plant standard RU7164099 Rev.01
- e) SCREW THREADS-AS PER CORP SPEC.-AA0231800 REV.01
- f) LIMIT AND FITS- AS PER CORP. SPEC.-AA0230201 REV.01

Required Size of screw/bolt is M6 to M20 in different length-range of 20 MM TO 220 MM

8. SET OF FASTENERS (Set definition):-

Each set shall consist of 01 no. Screw/bolt, 01 no. Nut, 02 no. Punch washer and 01 no. spring washer in assembled condition. Normally the Purchase Order (PO) shall be in sets. However, BHEL may also place PO for part set as per requirement for which same rate shall be applicable.

9. DELIVERY PERIOD FOR SUPPLY:

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 shall be as follows:

First lot of 04 MT within 02 months from the date of PO and subsequently 04 MT per month.



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

Early delivery shall be accepted only after written confirmation by BHEL.

10. MINIMUM ORDER QUANTITY (MOQ):

No minimum order quantity is guaranteed by BHEL. Based on requirement, BHEL may place purchase order for smaller quantity (say 100 Kg, 200 Kg. etc.) which shall be accepted by the vendor and material delivered on time.

11. LOADING FOR DEVIATION IN DELIVERY PERIOD: -

In case of quoted delivery period being longer than the delivery period of 02 months 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

12. DISPATCH CLEARANCE AND INSPECTION:

- Test certificate (TC):** For individual lot of supply TC shall be required in accordance with the above-mentioned plant standards at sl no-7 for each individual item of the set viz. screw/bolt, nut, punch washer and spring washer. Raw material TC shall also be submitted for BHEL review.
- All the test certificates shall be submitted for BHEL review and acceptance. Material shall be dispatched after written dispatch clearance by BHEL.
- Inspection: BHEL or its authorised inspector (TPI) reserves the right to carry out inspection at vendor works for the material being offered (if required).

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

13. GUARANTEE/ WARRANTY:

Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 24 months from the date of supply. A warranty/guarantee certificate shall be sent along with each lot (consignment) of goods.

If the material/ goods is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may act as appropriate, including Repair / Replenish of rejected goods & disposal of rejections, at the risk & cost of the Seller. The rejected material shall be sent back only after receipt of replacement. In case of rejection of material after receipt at BHEL/site, seller is required to take back the rejected material at their cost within 45 days from the date of rejection memo / note. If seller fails to take back the rejected material from BHEL/site within 90 days from the date of rejection memo / note. BHEL reserves the right to dispose of

14. QUANTITY TOLERANCE:

Item wise Quantity Tolerance of $\pm 5\%$ (plus/minus five percent) on each line item shall be applicable in individual purchase order.

15. LIQUIDATED DAMAGE (LD):



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In case of delay in execution of contract/purchase order beyond the delivery period stipulated in the said contract/purchase order, a penalty of 0.5% on the value of delayed portion of supply (inclusive of basic rate, taxes, duties, freight & insurance as applicable) per week or part of thereof of delay shall be levied on Supplier.

Non-acceptance of above clauses shall be considered as deviation to this tender and shall be loaded at the rate of 10% for each case for comparing standing.

16.ACCEPTANCE TO GST TERMS AND CONDITIONS AS PER ANNEXURE-GST.

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Rudrapur due to fault / non-compliance by the vendor will be to the vendor's account. All vendors are required to provide PAN details, GSTIN Number

17.ORDER SPLITTING:

Distribution of quantity: -70% of total work will be given to L-1, 30% to L-2 who accept L1 rates. If L-2 will not accept L-1 rates, then counter offer will be given to L-3 & so on.

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

18.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 Period / Quantity by further maximum 03 months & totaling to 01 year and 03 months for the entire Framework 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.

19.REVERSE AUCTION(RA):

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com & as attached with the tender documents- Guidelines for Reverse Auction – 2021 Doc. No. AA:SSP:RA:05 Dated: 08.03.2021) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

20. PACKING OF MATERIAL:

Material shall be delivered in properly packed condition with suitable identification marks to avoid any damage during transportation and storage. Single packing should not exceed more than 30 kg.



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21. PAYMENT TERMS:

100% as per below specified days after the receipt and subject to acceptance of material through EFT.

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 bid 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

No overdue interest shall be payable by BHEL.

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

22. BILL SUBMISSION & INVOICING:

Supplier should ensure timely submission of invoice and all relevant documents for processing the payment. Any undue delay on account of bill submission/ incomplete documents shall be to suppliers account. Two sets of following document shall be sent with the material for delivery at Rudrapur.

- 1) GST Invoice
- 2) Packing list
- 3) GR
- 4) Copy of waybill
- 5) Guarantee/ warranty certificate
- 6) Test certificate
- 7) Copy of Dispatch Clearance by BHEL

23. CANCELLATION OF PO/CONTRACT:

In the event of non-performance of the contract by the supplier, 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 30 days for the supplier to rectify the situation. If situation is not rectified within notice period after issue of notice, BHEL shall be free to execute Risk purchase in addition to invoking other legal remedies.

24. 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.

25. CORRIGENDUM/ADDENDUM:

Any corrigendum/addendum related to this tender shall be updated on BHEL eProcurement portal <https://eprocurebhel.co.in> and BHEL website www.bhel.com. Bidders are requested to regularly visit the BHEL website to keep themselves abreast with updates.



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26. 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

27. 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."

28. 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.

29. Benefits to MSE Suppliers as per MSME Act 2006 and Public Procurement Policy 2012:

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% of total QUANTITY.

30. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), Order 2017 vide No. P-45021/2/2017-B.E.II dated 15.06.2017, 28.05.2018, 29.05.2019 and 04.06.2020, issued by DPIIT, Ministry of Commerce and Industry and subsequent Orders issued by the respective Nodal Ministry shall be applicable, even if issued after issue of this NIT but before finalization of contract/PO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable. Subject to the provisions of above mentioned order and to any specific instructions issued by the nodal ministry or in pursuance of this order, purchase preference shall be given to Class-I local supplier.

The bidders shall submit certificate as per prescribed format to establish the local content.

31-MODE OF COMMUNICATION:

Contract formation, the communication of proposals, the acceptance of proposals, the revocation of proposals and acceptance, termination of contract as the case may be, shall be in electronic form either through BHEL's E-Procurement portal or e-mail communication. All queries/clarifications related to the tender, frame work agreement, purchase order, drawings etc. shall be exchanged through email. BHEL shall also send purchase orders (PO), drawings, QAP etc. through email. Date of email shall be considered as date of communication. Such contract, notice shall not be deemed unenforceable or un-delivered solely on the ground that electronic form or means was used for that purpose and no communication was received from BHEL in paper form through postal route or any other means



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32. BHEL Reserves the right to accept / reject, any or all tenders or part thereof without assigning any reasons.

33. OFFER RECEIVED IN SINGLE-PART BID OR MENTIONING PRICE IN TECHNO-COMMERCIAL BIDS SHALL BE LIABLE FOR REJECTION.

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



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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

*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. "*

Sign & Seal of Bidder