



# BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. Of India Undertaking)

Rudrapur-263153, Distt. US Nagar (Uttarakhand)

Tel: (05944) 257211, 257221, Fax: 243605

E-mail: sandeepdr@bhel.in/rksaxena@bhel.in

## SPECIAL CONDITION OF CONTRACT (SCC)

TENDER ENQUIRY NO.: 202103761 FOR "G. I. Conduit Pipe for Electrical Wiring (IS 1239: 2004, Part-1, Class -medium), Size 15 Nb X 6 Mtr"

### 1. SCOPE OF SUPPLY:

MATERIAL CODE	MATERIAL DESCRIPTION	QTY (No.)
RU7249110160	G. I. CONDUIT PIPE FOR ELECTRICAL WIRING (IS 1239:2004, PART-1 CLASS -MEDIUM) SPEC: IS 1239:2004 <u>SIZE: 15 NB X 6 MTR</u>	500

**\*Unit price to be quoted for 1 No. pipe.  
(Length of 1 No. pipe-06 meter)**

### 2. DELIVERY TERMS:

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

Tender shall be awarded to techno-commercially qualified bidder who quotes lowest landed rate in price bid/finance bid.

### 3. TAXES AND DUTIES:

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

### 4. PRICE BASIS:

Prices shall remain firm till the execution of the contract.

### 5. QUOTATION VALIDITY:

90 days from the date of bid opening.

### 6. ACCEPTANCE OF TECHNICAL SPECIFICATION:

Bidder to submit signed and stamped copy of Item specification, Applicable IS and all other TENDER DOCUMENTS as a proof of acceptance of technical and commercial terms.

### 7. DELIVERY SCHEDULE:

**Supply** shall be completed at BHEL Rudrapur within 03 weeks from PO date and in case of any deviation in delivery terms, loading on offer will be done (0.5 % per week, maximum up to 10 %) for comparing L1 standing



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### 8. **PACKING OF MATERIAL:**

Material must be supplied in proper packed condition with suitable identification marks to avoid any damage during transportation and storage.

### 9. **PAYMENT TERMS:**

**Payment will be done within 45 days after receipt of the material, subjected to acceptance.**

ANY DEVIATION IN PAYMENT TERMS WILL BE LOADED (SBI PLR RATE AT THE TIME OF TENDER OPENING + 6 %) ANNUAL INTEREST RATE FOR SOUGHT RELAXATION TIME PERIOD FOR COMPARING STANDING

10. **Test Certificates:** shall be required from OEM in compliance with relevant IS 1239-2004 (Part-1) mentioned in NIT.

11. Galvanising Report shall be as per relevant IS 1239-2004 (Part-1) mentioned in NIT.

12. Standard Guarantee/Warranty Certificate shall be required from Supplier.

### 13. **Dispatch Clearance & Acceptance of material: -**

**Successful bidder(s) must submit relevant Test Certificates & Reports (provided by OEM/Manufacturer) to BHEL for review before dispatch of material. 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.**

### 14. **REVERSE AUCTION:**

No reverse auction (RA) shall be conducted for this tender.

### 15. **LIQUIDATED DAMAGE (LD):**

In case of delay in delivery, a penalty of 0.5% per week, maximum up to 10% of total order value 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.

### 16. **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.

### 17. **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

**Registered Office: BHEL House, Siri Fort, New Delhi-110 049**



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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](http://www.bhel.com)

### **18. 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."