



# 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.:** . 202202171-Supply of Electric Hot Air Oven, Heating Capacity minimum 350 degree Celsius (Technical Specifications as per Annexure-I).

### 1. SCOPE OF SUPPLY:

MATERIAL CODE	MATERIAL DESCRIPTION	Unit	Qty.
RU7415899024	ELECTRIC HOT AIR OVEN. HEATING CAPACITY MINIMUM 350'C. INSIDE DIMENSIONS LXWXH = 900X600X600 MM. FOR PRE- HEATING OF WELDING JOB, DRG NO- 31001416038-01 . TECHNICAL SPECIFICATIONS ARE AS PER ANNEXURE-I	No.	1

### 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.

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- BID CURRENCY: -

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

### 5. PRICE BASIS:

Prices shall remain firm till the execution of the contract.

### 6. QUOTATION VALIDITY:

90 days from the date of bid opening.

### 7. ACCEPTANCE OF TECHNICAL SPECIFICATION:

Bidder to submit signed and stamped copy of **Annexure-I** (Specifications for hot air oven), **Drawing** (31001416038 Rev01- **heating job sample**) and all other TENDER DOCUMENTS (**SCC, GCC, PQR, Deviation sheet, Tax sheet**) duly filled/signed and stamped as a proof of acceptance of technical and commercial terms.

### 8. DELIVERY SCHEDULE:



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**Supply** shall be completed at BHEL Rudrapur within **06 weeks** from PO date, 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

### **9. Offer from OEM/Authorized dealer of OEM**

Offer to be submitted by OEM or its Authorized dealer only. In case offer submitted by dealer then he must attach valid authorized dealer certificate provided by OEM/Manufacturer only

### **10. PACKING OF MATERIAL:**

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

### **11. PAYMENT TERMS:**

i) **90% within 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

ii) **10% against successful commissioning, submission of O&M manual, Warranty certificate within 4 weeks of delivery.**

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, for comparing standing.

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

### **12. Performance Bank Guarantee:**

Successful bidder shall be submitting PBG equivalent to 10% of PO value inclusive of GST during the coverage of warranty period after placement of PO. Warranty shall be effective from the date of successful I&C . PBG shall be furnished in a prescribed format and from one of the consortium banks of BHEL. PBG shall be valid up to 30 days beyond warranty/guarantee period.

### **13. INSPECTION OF MATERIAL:**

Pre dispatch inspection shall be carried out by BHEL/BHEL authorized TPIA (Third Party Inspection Agency) at Suppliers works. Supplier shall intimate (raise inspection call on BHEL CQ Portal- <https://cqir.bhel.in/>) about material readiness well in advance (at least 04 days before) for enabling BHEL to conduct pre-dispatch



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inspection. Material shall be dispatched only after written clearance from BHEL. However, material shall be accepted after final inspection by BHEL at BHEL Rudrapur/BHEL site and availability of all relevant documents like GST Invoice, Test Certificate, guarantee certificate and Packing list etc.

**14- Test Certificates –Required along with supply.**

### **15. REVERSE AUCTION:**

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

### **16. 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.

### **17. 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.

### **18. 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](http://www.bhel.com)

### **19. 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."

### **20.Facilitation to MSE bidders-**

MSE bidders are encouraged by BHEL and shall be facilitated as per prevailing act. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of valid MSE certificate like EM-II certificate or NSIC certificate or Udyog Aadhar Memorandum (UAM) or any other relevant certificate provided by any other body specified by Ministry of MSME, Gol under Public Procurement Policy along with attested copy of a Chartered Accountants certificate not older than one financial year (Format enclosed at Annexure-4). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid



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opening/reverse auction. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

**Sign & Seal of Bidder**