



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.: 202003311 FOR "SUPPLY OF ALUMINIUM METALLIC BELLOW 1700 DIA AS PER BHEL DRAWING."

1. DELIVERY TERMS:

Material shall be supplied on FOR BHEL RUDRAPUR. Therefore, rates to be quoted on FOR RUDRAPUR BASIS only.

2. TAXES AND DUTIES:

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

3. PRICE BASIS:

Prices shall remain firm till the execution of the contract.

4. QUOTATION VALIDITY:

90 days from the date of bid opening.

5. ACCEPTANCE OF TECHNICAL SPECIFICATION:

Bidder to submit signed and stamped copy of all attached drawings, QAP and Annexure-1 as a proof of acceptance of technical terms.

6. DELIVERY SCHEDULE:

Material shall be ready for BHEL Inspection within 10 weeks from purchase order date i.e., proposed date of inspection shall be within 08 weeks from PO date and inspection call shall be raised on BHEL CQIR portal. After successful completion of inspection, test reports shall be reviewed by BHEL/end customer and dispatch clearance shall be given. Material shall be dispatched only after BHEL clearance and delivered within 02 weeks from dispatch clearance by BHEL.

7. PACKING OF MATERIAL:

Material must be supplied in proper packed condition as per BHEL standard/ drawing with suitable identification marks to avoid any damage during transportation and storage.

8. GUARANTEE / WARRANTY:

Guarantee/ warranty period shall be atleast 24 months from the date of supply or 18 months from the date of commissioning whichever is earlier.

9. PAYMENT TERMS:

100% PAYMENT SHALL BE MADE WITHIN 45 DAYS AFTER RECEIPT AND VERIFICATION OF MATERIAL AT STORE SUBJECT 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



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

10. INSPECTION AND TESTING:

All relevant tests, review of documents, procedures etc. shall be done by BHEL/ BHEL nominated inspection agency as per approved drawing and QAP. For conducting such inspection, the vendor shall give inspection call to BHEL atleast two weeks in advance. After successful completion of inspection and testing, the vendor shall submit the report to BHEL for dispatch clearance. Material shall be dispatched only after written dispatch clearance by BHEL. Any material dispatched without dispatch clearance by BHEL shall not be accepted.

11. REVERSE AUCTION:

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

12. 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.

13. 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.

14. VENDOR APPROVAL:

Bids of only those vendors who are accepted by end customer shall be considered for price bid opening and subsequent ordering. BHEL reserves the right to reject any bid if the vendor is not approved by end customer.

15. 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

16. 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."