

<b>Project</b>	<b>5x800 MW YADADRI TPS</b>
<b>Package</b>	<b>Thermal Insulation-R Mattress</b>
<b>Subject</b>	<b>Bid specific ATC</b>
<b>GeM Bid No.</b>	<b>GEM/2022/B/2104493 dated 12.04.2022</b>

1	<b>Terms of Payment</b>									
	Payment Terms:	<table border="1"> <thead> <tr> <th>Type of bidder</th> <th>Payment Terms (Number of days)</th> </tr> </thead> <tbody> <tr> <td>Micro &amp; Small Enterprises (MSEs)</td> <td>45 days</td> </tr> <tr> <td>Medium Enterprises</td> <td>60 days</td> </tr> <tr> <td>Non MSME</td> <td>90 days</td> </tr> </tbody> </table>	Type of bidder	Payment Terms (Number of days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days
		Type of bidder	Payment Terms (Number of days)							
		Micro & Small Enterprises (MSEs)	45 days							
		Medium Enterprises	60 days							
Non MSME	90 days									
<p>Payment shall be made to the seller as per above schedule of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills. Supplier has to provide Tax invoice, E-invoice, BG, Packing List, LR/RR, CRAC, Guarantee Certificate, insurance intimation, E-way bill (as applicable) for payment.</p>										
<p>Provision of offline payment in GeM shall be utilized.</p>										
2	<b>Terms of Delivery</b>	As per cl. No. 13 of GTC on GeM (i.e. Free Delivery at site basis including loading/unloading). However, Transit insurance and unloading of items (at delivery point) shall be in the scope of buyer. Bidder to quote prices accordingly.								
3	<b>Delivery</b>	As per attached Annexure-A								
		<p>Delivery as per the schedule (Annexure-A) shall be considered for LD calculation purposes.</p> <p>Delivery days of 730 days from PO date is the contract period and delivery may be extended beyond 2 years on mutual consent within Period of contract.</p>								
4	<b>Liquidated Damage</b>	<p>a) Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent, of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.</p> <p>NOTE:</p> <p>i. Received LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD.</p> <p>ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p>								

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		<p>iii. If Order/ Contract involves two or more Units/ / Lots/ phase, then Liquidated Damages shall be levied on order/ contract value of the delayed Units/ / Lots/ phase, provided delivery stipulated in the Order/ Contract is Units/ / Lots/ phase wise, however total LD amount shall be limited to 10% of total order/ amended order value of delayed Units/ / Lots/ phase. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.</p> <p>iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.</p> <p>Above LD clause shall prevail over the LD clause of GeM GTC.</p>
5	<b>Guarantee Terms</b>	As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period shall be 18 months from the date of last supply in the contract.
6	<b>Quantity Variation</b>	Upto +25%, as per GEM logics.
7	<b>Bank Guarantee</b>	Bank Guarantee submission shall be as per cl. No. 7 of GeM GTC with initial validity of 32 Months. Further, extension if any shall be as per GeM Terms.
8	<b>Price Variation</b>	PVC is applicable and shall be as per attached Annexure-C
9	<b>Any other special major condition</b>	<p>1. Material shall be dispatched only after issuance of MDCC by BHEL.</p> <p>2. Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site.</p> <p>3. All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms &amp; conditions of GeM GTC and shall prevail in case of conflict with any other terms &amp; conditions of tender (if any).</p>
<b>10</b>	<b>ADDITIONAL BID TERMS &amp; CONDITIONS AS PER VARIOUS CIRCULARS/ GUIDELINES/ ADVISORIES</b>	
10.1	<p>Integrity Pact: Integrity pact is applicable for subject package. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC. The names of the IEMs in panel are as follows:</p> <p>I. Shri Arun Chandra Verma, IPS (Retd.) - acverma1@gmail.com  II. Shri Virendra Bahadur Singh, IPS (Retd.) - vbsinghips@gmail.com</p> <p>The IP as enclosed is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <p>Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the any of the IEMs mentioned above. All correspondence with the IEMs shall be done through email only.</p>	

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	<p>" No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials."</p>
10.2	<p>This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:</p> <ul style="list-style-type: none"> <li>i) Approval of vendor by end customer i.e. (M/s TSGENCO).</li> <li>ii) Techno-Commercial evaluation by BHEL.</li> <li>iii) Qualification of Technical PQR.</li> <li>iv) Offered item should mandatorily conform to PP-MII order provisions.</li> </ul>
10.3	<p>This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations &amp; Equipments etc.) &amp; hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.</p>
10.4	<p>Provision of offline payment in GeM can be utilized.</p>
10.5	<p>Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name &amp; designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.</p>
10.6	<p>Bidders to,</p> <ul style="list-style-type: none"> <li>• ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 &amp; Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable.</li> <li>• ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 &amp; 2) F. No. 6/18/2019/PPD dt. 23/07/2020.</li> <li>• to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 &amp; 2) F. No. 6/18/2019/PPD dt. 23/07/2020.</li> </ul>
10.7	<p>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</p>
10.8	<p>Price quoted shall be all inclusive considering point at sl. no. 2 mentioned above. Bidders shall provide freight/GST percentage as part of their Techno-Commercial offer.</p>
10.9	<p>For this procurement, offer from the class -1 and class - 2 local suppliers shall be accepted. The local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p>The supplier along with techno-commercial bid, shall be required to submit the following:</p> <ol style="list-style-type: none"> <li>1. Provide self-certification that they meet the requirements of Class I/ Class II local supplier as per the provisions of PPP-MII Order of Govt. of India and relevant circulars issued by nodal ministry w.r.t. above mentioned orders (draft for local content is enclosed)</li> </ol>

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	<p>2. Give details of location(s) at which the local value addition is made in attached format.</p> <p>Package is divisible in nature and margin of purchase preference shall be as per Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020.</p>
10.10	<p>Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines attached to take up the inspection REMOTELY. Guidelines may be accessed from following link:  <a href="https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf">https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf</a></p> <p>Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.</p> <p>When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.</p> <p>Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.</p>
10.11	Risk Purchase clause shall be as per attached Annexure B in case of default by GeM bidder.
10.12	Bidder has to provide the details as per TECHNICAL PQR in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).
10.13	All other terms & conditions shall be as per GeM bid, above Additional Terms & Conditions from GeM library and GTC on GeM 3.0 Version GTC_on_GeM_V1.21_9 Feb22

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## Annexure-B (Risk Purchase clause)

### **DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

In case of delays (beyond the maximum late delivery period as per LD clause) in supplies, or if there be defective supplies or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant/ equipment/ stores not so delivered or others of similar description where plant/ equipment/ stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable, at the risk and cost of the Seller.

The Seller shall be liable to the Buyer for any excess costs incurred thereof and the Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller shall on no account be entitled to any gain on such repurchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder.

The order/contract may be cancelled in whole or part thereof and Risk & Cost Clause in line with terms and conditions of PO/Contract may be invoked by the Buyer in any of the following cases:

- i. If the Seller/Contractor fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/services vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available;
- ii. delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology;
- iii. withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.
- iv. Non supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller;
- v. Termination of Contract on account of any other reason(s) attributable to the Seller.
- vi. Assignment, transfer, sub-letting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller.
- viii. If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
- ix. If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager
- x. Non- Compliance to any contractual condition or any other default attributable to the Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

BHEL's right to go for Risk and Cost, Calculation of Risk and Cost amount & LD, recovery options to BHEL are given in detail in Annexure-V hereto.

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## ANNEXURE-V

### (RISK AND COST CLAUSE)

1. BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor *after due notice of a period of 14 days' by BHEL* in any of the following cases:
- i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/ services vis-a-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period;
  - ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;
  - iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract;
  - iv) Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller;
  - v) Termination of Contract on account of any other reason (s) attributable to Seller.
  - vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
  - vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of the Seller;
  - viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
  - ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;
  - x) Non-compliance to any contractual condition or any other default attributable to Seller.

#### **1.1 Risk & Cost Amount against Balance Work:**

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (\*) as per rates of new contract

B= Value of Balance scope of Work (\*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

#### **1.2 \* Balance scope of work (in case of termination of contract):**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.

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Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

### 1.3 **LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with LD clause no. 16 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of LD against delay in executed work in case of termination of contract" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed work till the time of termination of contract = X
- iii. Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv. Delay in executed work attributable to contractor i.e.  $T2 = [1-(X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

### 2. **Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor**

Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

- a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract.
- b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL.
- c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.

*In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.*

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**5x800 MW YADADRI TPS**  
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**GeM Bid No. GEM/2022/B/2104493 dated 12.04.2022**

**Letter head of Company**

Ref.....

Date.....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P)-201301

**Subject: - DECLARATION REGARDING LAND BORDER**

Reference: GeM Bid No. **GEM/2022/B/2104493 dated 12.04.2022**  
Name of Package: **Thermal Insulation-R Mattress**

Dear Sir,  
This has reference to:-

1. Offer for Supply of **Thermal Insulation-R Mattress** for **5x800 MW YADADRI TPS** against GEM Tender No. GEM/2022/B/2104493 dated 12.04.2022
2. Order dated 23.07.2020 reg. restriction under rule 144 (xi) of GFR issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that **M/s .....**, is not from such a country and is eligible to be considered.

Thanking you,

Yours truly

..... ((highest competent authority at  
your end (i.e. Owner, partner, CMD, Director etc.))

..... (firm name)

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**Letter head of Company**

Ref.....

Date.....

To,  
 Bharat Heavy Electricals Limited  
 PEM, PPEI Building, Plot No 25,  
 Sector -16A, Noida (U.P)-201301

**Subject: - Certification regarding local content**

Reference: GeM Bid No. **GEM/2022/B/2104493 dated 12.04.2022**  
 Name of Package: **Thermal Insulation-R Mattress**

Dear Sir,

We hereby certify that items offered by us of **Thermal Insulation-R Mattress** for **5x800 MW YADADRI TPS** meets the requirement of minimum local content in line with GeM NIT clause no. 9.12 and Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20 & 16.09.20.

Minimum Local content=..... %

We further confirm that details of location at which the local value addition is made will be our registered works at ..... (complete address of the works)

Yours truly

..... (authorized signatory of company)

..... (firm name)

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### Annexure-A TO MOP -Delivery Schedule of Thermal Insulation-R Mattress for 5x800 MW YADADRI project

Sl. No.	BHEL Drawing No	Drawing Title	Primary/Secondary	Drg Sch for Vendors
1	PE-QP-XXX-169-M032	QP FOR THERMAL INSULATION PIPE SECTION	Primary	R-0 within 14 days from PO & subsequent revisions incorporating all the BHEL comments within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.
2	PE-QP-XXX-169-M031	QP FOR THERMAL INSULATION R-MATRESS	Primary	

Delivery: Within Four (04) months from the date of BHEL manufacturing clearance subjected to drawing/document submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis. Manufacturing clearance may be issued by BHEL lot-wise/unit-wise(s)/phase-wise.

**Note:**

- a. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- b. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.
- c. Non-applicable drawings shall be decided during bid evaluation.
- d. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.
- e. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.
- f. Delivery shall be completed as per the terms mentioned above and LD shall be applicable in case of delay beyond the above-mentioned delivery terms.

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## Annexure-C



**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**PROJECT ENGINEERING MANAGEMENT**

**THERMAL INSUALTION-LRB (ROCKWOOL) MATTRESS/PIPESECTION OF FRAMEWORK  
AGREEMENT FOR 5X800MW YADADRI**

**Price Variation Clause:**

Ex-works prices shall be variable as per PVC formula given below:

$$\text{Current Price} = \text{Order Price} * (0.15+0.4*M1/M0 +0.15*F1/F0 +0.05*S1/S0+0.25 * L1/L0)$$

Where

**M0** = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.3.13.2 (REFRACTORY PRODUCTS) FOR MONTH OF ORDERING.

**M1** = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.3.13.2 (REFRACTORY PRODUCTS) FOR 1 MONTH PRIOR TO DESPATCH.

**F0** = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.2 (FUEL & POWER) FOR MONTH OF ORDERING.

**F1** = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.2 (FUEL & POWER) FOR 1 MONTH PRIOR TO DESPATCH

**S0** = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.3.14.4 – (MILD STEEL-LONG PRODUCTS) FOR MONTH OF ORDERING.

**S1** = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.3.14.4 – (MILD STEEL-LONG PRODUCTS) FOR 1 MONTH PRIOR TO DESPATCH

**L0** = INDICES AS PER RBI BULLETIN TABLE 19 (CONSUMER PRICE INDEX FOR INDUSTRIAL WORKERS) FOR MONTH OF ORDERING.

**L1** = INDICES AS PER RBI BULLETIN TABLE 19 (CONSUMER PRICE INDEX FOR INDUSTRIAL WORKERS) FOR 1 MONTH PRIOR TO DESPATCH

**Total PVC shall be limited to ± 10% of Ex-Works Value.**

**Note:** RBI Indices considered for refractory, Fuel &Power, Mild steel are as per base year 2011-12 and for Industrial worker as per base year 2016 of RBI Bulletin. The above PV Clause is subject to change based on latest RBI Bulletin.

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