

SPECIAL CONDITIONS OF CONTRACT





BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING & SYSTEMS DIVISION (PE&SD)
RAMACHANDRAPURAM, HYDERABAD

These conditions shall be read in conjunction with other NIT Documents. In case of any conflict or inconsistency, the order of precedence mentioned in the GCC shall be followed.

1	ENQUIRY/ NIT NO.	T7B1U36762
2	TENDER TYPE	Open
3	DIVISIBLE CONTRACT	Yes / No
4	TENDER DESCRIPTION	Supply, Supervision of E&C, PG Test and Training at Site for Gypsum Dewatering System Package
5	PURCHASER	PE&SD, BHEL Hyderabad
6	PROJECT NAME	1x660 MW BHUSAWAL PROJECT
7	CUSTOMER	MAHAGENCO
8	LOCATION OF THE PLANT	BHUSAWAL, Maharashtra
9	CONSIGNEE ADDRESS/BHEL SITE OFFICE ADDRESS	To be informed later
10	GUARANTEE PERIOD	As per Clause no. 17.0.0 of Technical Specifications, warranty/Defect Liability Period shall be thirty six (36) months from the date of delivery or twenty four (24) months from the date of commissioning, whichever first occurs.
11	INTEGRITY PACT	Applicable/ Not Applicable
12	TENDERING MODE	EPS/ Conventional
13	REVERSE AUCTION	Applicable / Not Applicable
14	CONTRACT PERFORMANCE BANK GUARANTEE	Applicable (i) For PO value, the vendor shall submit Contract Performance Bank Guarantee for 10% of Order value (excluding taxes, duties & freight) before first submission of documents for payment to cover the due performance of Order/Contract and to fulfill the guarantee conditions stipulated in the Order/Contract. (ii) Validity of CPBG shall be till completion of all contractual liability/PG Test or guarantee period whichever is later and expiry of claim period shall be kept minimum of three months after BG validity. First submission of CPBG will be for validity period upto the time considered for PO delivery and guarantee schedule. Other terms and conditions as per GCC Rev. 01.
15	PERFORMANCE BANK GUARANTEE	Combined CPBG is applicable; refer sl. no. 14 above
16	TRANSIT INSURANCE SCOPE	Supplier/ BHEL/ Customer
17	FREIGHT (UP TO SITE) SCOPE	Supplier/ BHEL / Customer
18	EVALUATION CRITERIA	Overall L1/ Item-wise L1/ Package-wise L1
19	DELIVERY PERIOD	Supply: 10 months from date of PO up to material receipt at project site. Supervision of E&C, PG Test & Training at Site: Vendor shall depute their service engineer at project site within 15 days of intimation from BHEL.
20	PROCUREMENT CATEGORY	Supply, Supervision of E&C, PG Test and Training at Site
21	PAYMENT TERMS	These payment terms shall supersede GCC terms. <u>For Supply:</u> Alternate-1:



		• Eighty percent (80%) of total price of materials supplied (excluding GST), as per PO/approved Billing Schedule, shall be payable on pro-rata basis after receipt of Original GST Invoice along with all other required dispatch documents including proof of receipt of material at project site (Receipted LR), submission of CPBG for 10% of order value and other supporting documents as per documents listed at Cl. 6.7 of GCC. • Ten percent (10%) of the total price of Purchase Order (excluding GST) shall be released on: - completion of all supplies of the contract - Submission of other documents listed at Cl. 6.7 • Final Ten percent (10%) of the total price of Purchase Order shall be released after successful completion of performance Guarantee (PG)/ Demonstration Test and handing over of the system to customer/BHEL, as per the contract. Note: If the Performance Guarantee (PG)/ Demonstration Test and handing over of the system is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then last 10% amount will be released. However, CPBG for contract shall be released only after completion of contractual obligations. Alternate-2: • Ten percent (10%) progress/stage/milestone payment of Main Supply payment against approval of Drawings in CAT-II (as per Annex-A to SCC) and submission of CPBG for 10% of order value. This payment shall be released within 60 days (45 days for vendors qualified and registered as Micro or Small as per MSMED Act) of submission of claim. • Seventy percent (70%) of total price of materials supplied (excluding GST), as per PO/approved Billing Schedule, shall be payable on pro-rata basis after receipt of Original GST Invoice along with all other required dispatch documents including proof of receipt of material at project site (Receipted LR) and other supporting documents as per documents listed at Cl. 6.7 of GCC. • Ten percent (10%) of the total price of Purchase Order (excluding GST) shall be released on: - completion of all supplies of the contract - Submission of other documents listed at Cl. 6.7 • Final Ten percent (10%) of the total price of Purchase Order shall be released after successful completion of performance Guarantee (PG)/ Demonstration Test and handing over of the system to customer/BHEL, as per the contract. Note: If the Performance Guarantee (PG)/ Demonstration Test and handing over of the system is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then last 10% amount will be released. However, CPBG for contract shall be released only after completion of contractual obligations <i>Those who are opting for payment terms Alternate-2, Loading shall be applicable as per loading criteria mentioned at Annexure-7 of approved GCC Rev. 01. Loading shall be done on 10% of the quoted value for 08 months' period.</i> PAYMENT OF GST: As per clause no. 6.5 of GCC Rev. 01 PAYMENT FOR SUPERVISION OF E&C, PG TEST, TRAINING AT SITE: As per clause no. 6.4 of GCC Rev. 01 PAYMENT PERIOD: Same shall be as per GCC Rev. 01 i.e. Payment will be released generally within 60 days after receipt of material/services and complete documents as per GCC Clause 6.7 (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).
22	LIQUIDATED DAMAGES	On Total Order Value



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22.A	LIQUIDATED DAMAGES FOR POWER CONSUMPTION	This shall be over and above the Liquidated Damage already defined in GCC/SCC and shall be as per clause no. 13.0.0 (II) of Technical Specifications: If actual Power Consumption during prove out (or) PG Test operating at the duty point exceeds the value guaranteed by the bidder, liquidated damages for shortfall in performance shall be deducted from contract price as per the formula given below: Liquidated damage deductible in INR = (APC-GPC) X P X 1No of working system * GPC- Guaranteed Power Consumption quoted by bidder in KW * APC- Actual Power consumption during PG test * P- Penalty @4,50,000.0INR per KW Note: The penalty against failure to meet performance guarantees shall not exceed 10 % of the PO value. However, this penalty shall be over and above the Liquidated Damage already defined in GCC against delay in supply completion.
23	PVC	Applicable/ Not Applicable <i>(If applicable, refer PVC Formula)</i>
24	STORAGE AT SITE	Supplier/ BHEL/ Customer
25	PORT OF DISPATCH (IN CASE OF FOREIGN VENDOR)	Not Applicable/ Specify, if applicable
26	INSPECTION AGENCY	Supplier/ BHEL (including TPIA)/ Customer (including TPIA)
27	PACKING, IDENTIFICATION & MARKING	As per GCC.
28	END-CUSTOMER'S APPROVAL OF VENDOR	Required Offers of Techno-commercially qualified bidders will be considered for Price Bid Opening/ Reverse Auction subject to approval of the bidder by the end customer. Therefore, bidders must submit their credentials along with the techno-commercial offers to enable BHEL to take up with end customer for approval of the bidder. The credentials to be submitted by bidders with techno-commercial include all necessary credentials (such as company profile, previous supply, project details & end user certificate for satisfactory performance etc.,) The above list of credentials is not exhaustive. If BHEL asks for any other details or documents during the process of obtaining approval from end customer, bidders shall also submit the same.
29	SPECIAL NOTES (IF ANY)	i) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the revised PPP-MII Order, 2017 dated 04.06.2020, shall be eligible to bid in this tender. ii) Subject package is "NON-DIVISIBLE" for the consideration of revised PPP-MII Order, 2017 dated 04.06.2020. iii) Ministry of Finance (Government of India) Order (Public Procurement No.1) F.No. 6/18/2019-PPD Dt. 23/07/2020 is applicable for this tender. Bidders may refer clause no. 25 of GCC Rev. 01 and ensure necessary compliance, as applicable.
30	CLAUSES OF GCC NOT APPLICABLE / TO BE READ AS / MODIFIED TO	'Warranty' in GCTC of GCC Clause no. 16.0 and its sub-clauses, to be read as 'Guarantee'.
31	BHEL'S SERVICE PROVIDER FOR ENTERPRISE PROCUREMENT SYSTEM (EPS)	Bharat Heavy Electricals Limited eProcurement Portal (Ministry of Heavy Industries and Public Enterprises, Government of India) Technical Help Desk Number:



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		0120-4001 002 / 0120-4001 005 / 0120-6277 787 International bidders are requested to prefix 91 as country code Technical - support EMAIL: eproc@nic.in
32	CONTACT PERSON FOR SUPPLIER REGISTRATION	Name: Hari Prasad Gupta Designation: Sr. Engineer Supplier Development Cell-PE&SD PE&SD Building-Ground Floor BHEL, RC Puram, Hyderabad-502032 Ph No: 040-2318 2392 Email Id: harigupta @bhel.in
33	PURCHASE OFFICER	Name: Shashank Mishra Designation: Dy. Manager Purchase Department, PE&SD Building Ground Floor, BHEL, RC Puram Hyderabad-502032 Ph No: 040- 2318 2367 Email Id: shashankmishra@bhel.in

NOTES

A	Details required for dispatch will be provided in Dispatch Instructions issued along with Dispatch Clearance after completion of inspection.
B	In case of Open Tender / Limited Tender where BHEL's customer approval is required at the final stage of order placement, bidder must provide all required documentation like credentials, past track record, etc. Bidder's offer will be evaluated for price, only on final approval by BHEL's customer. <i>Refer Sl. No. 28 to identify whether End-Customer's approval of Supplier is required.</i>
C	In case of Limited Tender, bidder has to get registered with PE&SD, BHEL, Hyderabad for the category of item enquired, in case he is not registered as on date. Otherwise his offer is liable for rejection. <i>Refer Sl. No. 32 for Contact Person for Supplier Registration.</i>
D	Evaluation shall be based on delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

1X660 MW MAHAGENCO BHUSAWAL PROJECT: GYPSUM DEWATERING PACKAGE**Annex-A for List of Approval Category Drawing/Documents Required for Stage Payment**

Sl. No.	Document Name
1	Utility Consumption
2	Foundation Data including Anchor plan
3	Performance curve
4	Assembly drawings of each equipment
5	Cross section detail drawing
6	Data Sheet
7	Special tools list
8	Installation and assembly procedure
9	Inspection and Test Procedure
10	Sub vendors List
11	Manufacturing Schedule
12	VBF Sizing Calculation
13	Scope of Supply
14	Quality Plan
15	PG Test Arrangement & PG Test procedure
16	T-S curve
17	P & I Diagram
18	Catalogue
19	Gypsum Dewatering Building GA
20	Motor Data