

# 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.	T0AVX00001 & NIT 62451 Dated 07.01.2022
2	TENDER TYPE	Open
3	DIVISIBLE CONTRACT	No
4	TENDER DESCRIPTION	Pre-Bid Tie-Up for MEE (ZLD) system for GAIL-Usar Water Block Pacakge Tender
5	PURCHASER	PE&SD, BHEL Hyderabad
6	PROJECT NAME	GAIL-Usar Water Block Pacakge Tender
7	CUSTOMER	GAIL
8	LOCATION OF THE PLANT	Usar, Maharashtra
9	CONSIGNEE ADDRESS/BHEL SITE OFFICE ADDRESS	As per tender
10	GUARANTEE PERIOD	As per GCC
11	INTEGRITY PACT	Applicable
12	TENDERING MODE	Conventional
13	REVERSE AUCTION	Not Applicable
14	CONTRACT PERFORMANCE BANK GUARANTEE	Applicable ; See Below
15	PERFORMANCE BANK GUARANTEE	Applicable
16	TRANSIT INSURANCE SCOPE	Supplier/ BHEL/ Customer
17	FREIGHT (UP TO SITE) SCOPE	Supplier/ BHEL/ Customer
18	EVALUATION CRITERIA	Overall L1 ; See Below
19	DELIVERY PERIOD	Not Applicable
20	PROCUREMENT CATEGORY	Supply with Supervision of E&C
21	100% PAYMENT (AS PER CL. 6.1.2 OF GCC)	Other Payment Terms (under Cl. 6.0 of GCC)
22	LIQUIDATED DAMAGES	On Total Order Value ; See Below
23	PVC	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
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
29	SPECIAL NOTES (IF ANY)	See Below
30	CLAUSES OF GCC NOT APPLICABLE / TO BE READ AS / MODIFIED TO	
31	BHEL'S SERVICE PROVIDER FOR ENTERPRISE	Not Applicable



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	PROCUREMENT SYSTEM (EPS)	
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: T V Dasu Designation: Manager (Purchase) Purchase Department, PE&SD Building Ground Floor, BHEL, Ramachandrapuram Hyderabad-502032 Phone No.: 040 2318 4628 Email Id: tvdas@bhel.in
<b>NOTES</b>		
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.	

14 (i) Memorandum of Understanding (MOU) between BHEL and ZLDS shall be for the ZLD System Supplier undertakes to execute the Evaporator System/ZLD system of GAIL project should BHEL emerge as successful bidder.

14(ii) There shall be two MOUs between BHEL and ZLDS

**MOU-1:** This MOU between BHEL and successful ZLDS – as required in GAIL' Tender and shall be for submission along with BHEL's offer to GAIL. It shall be valid till the Defect Liability Period, from the date of scheduled bid submission.

**MOU-2:** This MOU between BHEL and successful ZLDS shall be the basis for future order for Post-order MEE supply and shall contain the major commercial clauses which shall be in-principal agreed by both BHEL and the successful ZLDS. Based on this agreement of terms and conditions, price bid shall be opened and negotiated if required and based on final mutually agreed price,

In case BHEL emerges as successful bidder, they will execute the Evaporator System/ZLD system only through the ZLD System supplier/vendor as per submitted MOU.

The successful ZLDS on whom LOI will be placed for ZLD system, shall deposit to BHEL **within 30 days of signing the MOU, 1% of final agreed Price of ZLD system**, towards Bid Bond **(in the form of Bank Guarantee or Security Deposit etc.)** within 30 days of signing of MOU or date of submission of BHEL bid to GAIL, whichever is earlier for continued commitment during the validity period of MOU.

The initial validity of this bid bond shall be for 6 months from the date of MOU and shall be kept valid till the validity of this MOU. The MOU will be converted to a definitive Agreement between BHEL and ZLDS within one month after award of job from GAIL for execution of MEE supply, if BHEL gets order from GAIL in above referred Tender.

14 (iii) Security Deposit @ 1% of the Contract value shall be submitted within 30 days from the date of issue of LOI/ WO by BHEL after which, the BID bond furnished by successful bidder shall be returned discharged by BHEL.



18 (i) Successful ZLDS will be finalized by BHEL considering lowest amount quoted by all the qualifying bidders to this enquiry.

18 (ii) BHEL will place Order for Pre-bid Tie-up on successful ZLDS at the finalized cost, immediately after negotiation, if any.

18 (iii) In the event of price reduction during negotiation by BHEL with GAIL, corresponding reduction will be passed on to the successful ZLDS (on finalized Post-Order price).

18 (iv) Order for supply of ZLD System will be placed on successful ZLDS after BHEL wins the contract from GAIL, at price finalized with the successful ZLDS after reducing the corresponding discount passed on to GAIL.

**19 (i) Pre-bid Tieup** Engineering shall be completed within **2 weeks** from date of issue of LOI / Work order by BHEL.

19 (ii) Delivery schedule for **Post-Order Execution of Work** shall be mutually agreed between BHEL and ZLDS to meet the L2 network for project execution, after receipt of order by BHEL.

**22 (i)** Penalty for delay in supply and Performance Shortfall shall be on back-to-back basis as that of GAIL's contract with BHEL.

22 (ii) ZLDS to furnish the guaranteed performance values as applicable in GAIL's Tender along with Technical bid.

29. BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also, BHEL shall not entertain any correspondence from bidders in this matter