

## **SECTION - II**

### **SPECIAL CONDITIONS of CONTRACT**

#### **1. INTRODUCTION**

- 1.1. The terms and conditions mentioned in this section are in addition to what are stated in Section – I (General Conditions of Contract) of the tender document. In case of any contradiction between the terms and conditions given in Section -I and those specified in this Section- II and NIT, the terms and conditions of this Section–II & NIT shall prevail.

#### **2. SCOPE OF SUPPLY & SERVICES**

- 2.1. The scopes of supply consist of design, manufacture, testing at Vendor's works, supply and prove out at BHEL's works.
- 2.2. The Vendor shall quote as per Section III (Price Format) only.
- 2.3. The scope of supply and services is given in detail in Section – IV (Technical Specification).
- 2.4. Any item not included in the prescribed price schedule format and shown separately will not be taken in to account and shall be ignored while evaluation.
- 2.5. Unsolicited Items (Bidders Optional Item) shall also be ignored while evaluation.

#### **3. COMPLETION SCHEDULE**

- 3.1. The equipment with its auxiliaries and spare parts shall be supplied FOB Port of Despatch as per Incoterm 2000 (for foreign supplies) / FOR Site BHEL Jagdishpur (for Indigenous supplies) within **delivery period as specified in NIT** from the date of Letter of Intent/PO.
- 3.2. After receipt of the Equipment at BHEL Works and availability of the machine, BHEL will inform the Vendor about readiness for start the prove out work in writing. Vendor shall depute his staff for prove out work within 2 (two) weeks of the date of issue of letter.

#### **4. PRICES**

- 4.1. The prices shall be **firm** and shall be quoted as per Price Schedule given in Section III.
- 4.2. The price for domestic supplies shall be inclusive of all taxes and duties (including excise duty and sales tax/ VAT) up to FOR BHEL Site (Jagdishpur).
- 4.3. Any other taxes and duties payable as extra to the quoted price shall be specifically stated in the Offer. The Purchaser will not be liable for payment of taxes and duties not specifically mentioned in the Offer.
- 4.4. The excise duty and sales tax/ VAT will be paid at the rate applicable on the day of dispatch. However, if the Equipment is delayed and amount of excise duty and/ or sales tax/ VAT on the day of dispatch is higher than the amount applicable on the scheduled delivery date, the amount applicable on the scheduled delivery date will be payable.

## 5. TERMS OF PAYMENT

### 5.1. Indian Bidders:

80% payment (along with 100% of taxes and duties) against receipted LR and balance 20% payment after acceptance of the Equipment at BHEL works and after submission of letter of Acceptance of Equipment and Performance Bank Guarantee. Freight charges shall be payable separately after receipt of material at site.

### 5.2. Foreign Bidders:

An Irrevocable Letter of Credit shall be established for 80% net FOB value (excluding Indian Agent's commission, if any) 4 (four) months prior to shipment. Letter of Credit shall be opened through any one of the consortium bank listed with BHEL (list as per Annex -6 of GCC-A). Any charges for LC confirmation (if LC confirmation is insisted by the vendor), shall be borne by the vendor himself. Balance 20% of net FOB value shall be paid through sight draft after acceptance of the Equipment at BHEL works and after submission of letter of Acceptance of Equipment and Performance Bank Guarantee. All bank charges outside India shall be to Vendor's account.

## 6. NEW TAXES/ LEVIES

- 6.1. In case the Indian Government (Central/ State) imposes any new tax/ levy on the output services/ goods / work after the award of work, the same shall be reimbursed by BHEL at actual. Similarly, any statutory variation on such score shall be to the account of BHEL. All necessary documents as required by BHEL shall have to be provided by the Contractor. However, in the event of delay in work execution attributable to the Contractor, the new taxes/ levies imposed during the delay period shall not be reimbursed to the Contractor.
- 6.2. In case any tax/levy/duty etc becomes applicable after the date of Bidder's offer, the Bidder/ Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the Price Bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- 6.3. No reimbursement on account of increase/ decrease in the rate of taxes, levies, duties etc on input (goods/ services/ work) shall be made. Bidder has to make his own assessment of the impact of future variation if any, in rates/ duties/ levies etc in his price bid.

## 7. BANK GUARANTEES

- 7.1. Bid Security: Rs.1,00,000/- or Euro 2000 in the format as per annexure-1 of GCC-A.
- 7.2. Contract Performance Bank Guarantee: 10% of order value in the format as per annexure-2 of GCC-A.
- 7.3. Performance Bank Guarantee: 10% of order value in the format as per annexure-3 of GCC-A

## 8. EQUIPMENT GUARANTEE

Guarantee will be for a period of 12 months from the date of final acceptance of the Die at BHEL Jagdishpur.

**9. PENALTY FOR DELAY**

- 9.1. The delivery of Equipment shall be made within the time prescribed. Failure to dispatch the Equipment in time as per the delivery specified above would make the Vendor liable to an un-conditional penalty at the rate of one half percent (1/2%) of the Order value for delay of each week (or part thereof) subject to a maximum of ten percent (10%) of the Order Value.

**10. VARIATION IN SCOPE OF WORK**

- 10.1. BHEL reserves the right to add or delete items of scope of work depending upon the final requirement. For such addition or deletion the Contract price shall be adjusted based on the quoted unit price. The price quoted by the Vendor shall be valid for such variation.

**11. EXTRA WORK**

- 11.1. The Vendor shall, when requested by BHEL, perform extra work at mutually agreed rates.

**12. GENERAL**

- 12.1. The evaluation of the offer will be strictly based on information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL before evaluating the offer.
- 12.2. BHEL may decide to process the case through Reverse Auction. Vendor to give their confirmation for participation.
- 12.3. Transit Insurance shall be arranged by BHEL.

**SECTION - III**  
**PRICE BID FORMAT FOR FOREIGN BIDDERS**  
**(600 MW Compound Tool)**

**Tender No. & Date:**

**Bidder's Offer No. & Date:**

S No	Description of item	Unit	Quantity	Price			
				Foreign Currency (FC), FOB for Overseas Supplies		FOR BHEL Jagdishpur Works for Indian Supply Portion in Indian Rs.	
				Rate (indicate FC)	Total Price (indicate FC)	Rate	Total Price
1	Design, manufacture, testing at Vendor's works, packing, forwarding and supply of 600 MW Compound Tool including all its accessories as per specification.	Number	1				

The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable"

**Additional information about packages:**

1	Number of Packages/ Dispatch-able Units for total consignment	Number		
2	Approximate Cubage of total consignment	Cubic Meter		
3	Approximate Gross weight of the total consignment	kg		
4	Approximate Net weight of the total consignment	kg		
5	Weight and dimensions of Heaviest Consignment	Kg & Cubic Meter		

**PRICE BID FORMAT FOR INDIAN BIDDERS**  
**(600 MW Compound Tool)**

**Tender No. & Date:**

**Bidder's Offer No. & Date:**

**Price in Indian Rs**

S No	Description of item	Unit	Quantity	Price, Ex-Works		Excise Duty @	Sales tax @	Any Other Taxes/ Charges - Please Specify	Freight	FOR Price
				Rate	Total Price					
1	Design, manufacture, testing at Vendor's works, packing, forwarding and supply of 600 MW Compound Tool including all its accessories as per specification.	Number	1							

The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable"

**Additional information about packages:**

1	Number of Packages/ Dispatch-able Units for total consignment	Number		
2	Approximate Cubage of total consignment	Cubic Meter		
3	Approximate Gross weight of the total consignment	kg		
4	Approximate Net weight of the total consignment	kg		
5	Weight and dimensions of Heaviest Consignment	Kg & Cubic Meter		