VOL – 1B

SPECIAL CONDITIONS OF CONTRACT

PROJECT ENGINEERING & SYSTEMS DIVISION
RAMACHANDRAPURAM, HYDERABAD

Rev 1.0

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.	**T7B1U41161**
2	TENDER TYPE	Open
3	DIVISIBLE CONTRACT	No
4	TENDER DESCRIPTION	Framework agreement for Supply of Branch pipe with nozzle for various FPS projects.
5	PURCHASER	PE&SD, BHEL Hyderabad
6	PROJECT NAME	As per Annexure-R (Specific terms of tender)
7	CUSTOMER	As per Annexure-R (Specific terms of tender)
8	LOCATION OF THE PLANT	As per Annexure-R (Specific terms of tender)
9	CONSIGNEE ADDRESS/BHEL SITE OFFICE ADDRESS	(To be provided before dispatch.)
10	GUARANTEE PERIOD	As per GCC.
11	INTEGRITY PACT	Not Applicable
12	TENDERING MODE	E-procurement
13	REVERSE AUCTION	Applicable
14	CONTRACT PERFORMANCE BANK GUARANTEE	As per Annexure-R (Specific terms of tender)
15	PERFORMANCE BANK GUARANTEE	Not Applicable
16	TRANSIT INSURANCE SCOPE	BHEL
17	FREIGHT (UP TO SITE) SCOPE	Supplier
18	EVALUATION CRITERIA	Overall L1
19	DELIVERY PERIOD	As per Annexure-R (Specific terms of tender)
20	PROCUREMENT CATEGORY	Supply
21	100% PAYMENT (AS PER CL. 6.1.2 OF GCC)	Not Applicable
22	LIQUIDATED DAMAGES	On Total Order Value
23	PVC	Applicable as mentioned in technical specification document
24	STORAGE AT SITE	BHEL/ Customer
25	PORT OF DISPATCH (IN CASE OF FOREIGN VENDOR)	Not Applicable
26	INSPECTION AGENCY	BHEL/BHEL-TPIA/CUSTOMER
27	PACKING, IDENTIFICATION & MARKING	As per GCC.
28	END-CUSTOMER'S APPROVAL OF VENDOR	Required
29	SPECIAL NOTES (IF ANY)	NA
30	CLAUSES OF GCC NOT APPLICABLE / TO BE READ AS / MODIFIED TO	NA
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:

		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: B Narender Reddy Designation: Manager (Purchase) Purchase Department, PE&SD Building Ground Floor, BHEL, Ramachandrapuram Hyderabad-502032 Phone No.: 040 2318 4609 Email Id: bnreddy@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. *Refer Sl. No. 28 to identify whether End-Customer's approval of Supplier is required*.	
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. *Refer Sl. No. 32 for Contact Person for Supplier Registration*.	
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.	

Annexure-R

Specific Terms for Framework Agreement of Fire Protection System Items

The following Terms and Conditions supersede any such clauses indicated elsewhere in NIT documents.

Sl. No.	Term	Description	Remarks
1	Validity	Validity of the Framework Agreement is **Two(02)** years from the date of Framework Agreement for placement of individual purchase orders by BHEL.	No Deviation
2	Terms of Delivery	Ex-works with Freight/Transport up to destination in vendor's scope; Transit Insrurance by BHEL. Bidders to submit bids in INR only.	No Deviation
3	Freight	To be quoted in percentage of total basic price, which shall be valid from anywhere to anywhere in India. As per the current busniness scenario of BHEL, the current supply destinations are as follows: (1) Bhadradri FGD (Telangana State, India) (2) Kothagudem FGD (Telangana State, India) (3) 3 x 660 MW NTPC North Karanpura FGD (Hazaribagh District, Jharkhand State, India) (4) NTPC Barh-I FGD (Patna District, Bihar State, India) (5) NTPC Barh-II FGD (Patna District, Bihar State, India) (6) Mauda-I FGD (Ramgarh District, Jharkhand State, India) (7) BRBCL Nabinagar FGD (Aurangabad district, Bihar) (8) NPGCL Nabinagar FGD (Aurangabad district, Bihar) (9) Ramagundam FGD (Ramagundam, Telangana) (10) Korba FGD (Korba District, Chhattisgarh) (11) NSPCL Bhilai FGD (Bhilai, Chhattisgarh) (12) FGD for NTPL Tuticorin 2x500MW TPS (13) 2 x 660 MW Udangudi TPS, TANGEDCO (14) 1 x 660 MW Sagardighi TPP (15) 2X660MW Ennore TPS, TANGEDCO (16) 1 x 660 MW Bhusawal TPS, MAHAGENCO (17) 5 x 800 MW Yadadri TPS, TSGENCO (18) 3 x 800 MW Patratu TPS, PVUNL (19) 1 x 660 MW Panki TPS, UPRVUNL The above destinations are indicative and subject to change based on business scenario of BHEL. There will not be any project destinations in Jammu & Kashmir State or North-East States of India.	No Deviation
4	Delivery Period	For firm Purchase Order, which will be placed as per Framework Agreement, delivery period shall be as follows: Delivery period shall be Four (04) months from Drawings/Documents approval in Code-I by BHEL up to material receipt at project site. Vendor to submit all drawing/documents required, as applicable, and indicated in Technical Specifications within 07 days of PO placement. Resubmission of all drawings shall be within 07 days incorporating all comments given by BHEL. In case there are delays in submission/ resubmission of drawing/documents beyond scheduled time that many days of delay would be reduced from delivery period i.e. 04 months.	No Deviation
5	Price Variation Clause (PVC)	Applicable	
6	Payment Terms	(A) **Ninety percent (90%)** of total price of materials supplied (excluding GST) shall be payable on pro-rata basis within 75 days for non-MSME vendors and within 45 days for MSME vendors, after receipt of the following : - (i) Original GST Invoice (ii) Consignee copy of LR, Packing list , Pre-Despatch Inspection report, Test certificate, Guaranty Certificate, any other document listed in specification. (iii) Receipted LR issued by BHEL Site/Customer. (iv) Other required dispatch documents including proof of receipt of material at project site, CPBG (if applicable) & other supporting documents as per specification & dispatch instructions. (B) **Ten percent (10%)** of the total price of Purchase Order (excluding GST) shall be payable within 75 days for non-MSME vendors and within 45 days for MSME vendors, after completion of total supplies as per PO and upon submission of the following:- (i) All final documents, O&M manuals etc. (ii) Supplementary Invoice for the final 10% claim. • All documents are to be submitted directly to Purchaser and not through bank. • Payment period will be within 75 days for non-MSME vendors and within 45 days for MSME vendors and it starts from the date of receipt of last document received and acknowledged by BHEL as per Annexure-1 (applicable to every bill). (C) **Payment of GST** : The GST amount on total value of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following: a) The bidder declaring the invoice in his GSTR-1 and b) Confirmation of payment of GST thereon by bidder on GSTN Portal. In case of LD/Penalty recovery, the applicable GST on penalty is also recoverable, for which GST invoice will be provided by BHEL.	
7	CPBG	A) Contract Performance Bank Guarantee is not applicable for Framework Agreement value upto Rs. 20,00,000/-. B) For Framework Agreement value more than Rs. 20,00,000/-, the successful bidder to furnish Contract Performance Bank Guarantee for 2% of Framework Agreement value or Rs. 2,00,000/-, whichever is lesser within 30 days from the date of Framework Agreement, valid till Validity period of the Framework Agreement + 4 Months Lead time + 3 months claim period.	No Deviation
8	PBG	Not Applicable	No Deviation
9	Quantity	Bidders to note following two points while submitting their offers. i) Total Quantity and Project-wise quantities mentioned in the enquiry are indicative. The total value of orders placed under the Framework Agreement may vary downwards (upto -50%) or upward subject to a limit of +50% of the total FA value. Prices shall remain Firm (or with PVC as specified in NIT) for any increase or decrease in the FA value. The Purchaser shall have the right to increase or decrease quantities and scope upto the above extent of value and Seller/ Contractor shall be bound to accept the same at the contracted prices without any escalation. ii) Total value of orders placed under Framework agreement is subject to approval of L1 bidder Company credentials from end customer ii) The individual Purchase Order placed based on this Framework Agreement are not subject to any Minimum Order Quantity (MOQ) limitation.	No Deviation
10	Evaluation	Evaluation shall be done on Package-wise L1 basis. Partial/item-wise quotation is not allowed and such offers are liable to be rejected.	No Deviation

Bharat Heavy Electricals Limited
Ramachandrapuram:: Hyderabad – 502032
Project Engineering & Systems Division
Purchase Department

Annexure-FF

Framework Agreement Methodology

The requirement is given in the tender is based on our current order book, which is indicative against following project destinations: -

The above destinations are indicative and subject to change based on business Scenario of BHEL.

(1) Bhadradri FGD (Telangana State, India)
(2) Kothagudem FGD (Telangana State, India)
(3) 3 x 660 MW NTPC North Karanpura FGD (Hazaribagh District, Jharkhand State, India)
(4) NTPC Barh-I FGD (Patna District, Bihar State, India)
(5) NTPC Barh-II FGD (Patna District, Bihar State, India)
(6) Mauda-I FGD (Ramgarh District, Jharkhand State, India)
(7) BRBCL Nabinagar FGD (Aurangabad district, Bihar)
(8) NPGCL Nabinagar FGD (Aurangabad district, Bihar)
(9) Ramagundam FGD (Ramagundam, Telangana)
(10) Korba FGD (Korba District, Chhattisgarh)
(11) NSPCL Bhilai FGD (Bhilai, Chhattisgarh)
(12) FGD for NTPL Tuticorin 2x500MW TPS
(13) 2 x 660 MW Udangudi TPS, TANGEDCO
(14) 1 x 660 MW Sagardighi TPP
(15) 2X660MW Ennore TPS, TANGEDCO
(16) 1 x 660 MW Bhusawal TPS, MAHAGENCO
(17) 5 x 800 MW Yadadri TPS, TSGENCO
(18) 3 x 800 MW Patratu TPS, PVUNL
(19) 1 x 660 MW Panki TPS, UPRVUNL

The above destinations are indicative and subject to change based on business scenario of BHEL. There will not be any project destinations in Jammu & Kashmir State or North-East States of India.

The present tender is floated to enter into Framework Agreement with vendors for above mentioned requirement. The scope of the Framework Agreement will be as follows: -

a) LOI will be issued to successful L1 vendor and subseqntly Framework agreement will be made as per tender terms and conditions
b) Validity of the Framework Agreement is Two(02) years from the date of Framework Agreement
c) Techno-commercial Terms and conditions.
d) Rates for each line item.

Based on requirements at project sites, individual Purchase Orders will be released as per the scope of Framework Agreement with in the validity period of the Framework Agreement. Each Purchase order will have destination place of supply.

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Project Engineering & Systems Division

R. C. Puram,

Hyderabad.

FRAMEWORK AGREEMENT

AGREEMENT NO_____ **Date: xx.xx.xxxx**

NAME OF WORK	
NAME OF THE BIDDER WITH FULL ADDRESS	
VALUE OF ORDERS TO BE RELEASED PROGRESSIVELY DURING THE AGREEMENT PERIOD	
LETTER OF INTENT NO.	
VALIDITY OF FRAMEWORK AGREEMENT	

_____

_____

SIGNATURE OF Bidder

SIGNATURE OF BHEL OFFICER

FRAMEWORK AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, _____ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____ (hereinafter called the `Bidder') of the SECOND PART.

WHEREAS M/s _____. state that they have acquired and possess extensive experience in the field of _____

And Whereas in response to an Invitation to Tender No. _____, **Published date:** _____ issued by BHEL for execution of _____ - the Bidder submitted their offer No. _____ dated _____ And whereas BHEL has accepted the offer of the Bidder on terms and conditions specified in the Letter of Intent N**o.** _____ read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That, during this agreement period, i.e. till, _____, , BHEL will progressively award works of _____ to the Bidder for tentative cumulative quantity of _____ amounting to Rs. _____ plus GST.

2. That the Bidder shall execute the work of _____ of _____ against each order to be placed on them as referred to in point no. 1 above and more particularly described in Tender Specification No _____ including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent no. _____ and such other instructions, Drawings, Specifications given to him from time to time by BHEL.

3. The Bidder is required to furnish (after award of each order as referred in point no. 1 above) to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid _____ of each order value towards satisfactory performance and completion of the Contract.

5. The Bidder hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Bidder fails to obtain such extension(s) from the Bank, the Bidder, shall pay forthwith or accept recovery of **an amount** _____ from the bills in one installment and the Bidder further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the _____

OR

In case the Bidder furnishes the bank guarantee at a later date the Bidder hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the Bidder fails to obtain such extension(s) from the bank, the Bidder shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the Bidder further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract.

In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

6. That in consideration of the payments to be made to the Bidder by BHEL in accordance with this Agreement the Bidder hereby covenants and undertakes with BHEL that they shall execute, construct and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

7. That the Bidder shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.

8. That the Bidder shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule.

9. That BHEL shall, after proper scrutiny of the bills submitted by the Bidder, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

10. That this Agreement shall be deemed to have come into force from **xx.xx.xxxx**

11. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Bidder, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

12. That all applicable charges on account of Octroi, Terminal and other taxes including Goods and Service Tax or other duties on material obtained for execution of the said works shall be borne and paid by the Bidder.

13. That BHEL shall be entitled to deduct from the Bidder's running bills or otherwise Income Tax as per prevailing Income Tax Act.

14. That BHEL shall be further entitled to recover from the running bills of the Bidder or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Bidder.

15. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Bidder with respect to compensation payable to BHEL or Bidder's obligations shall remain unaffected.

16. The following documents

1. Invitation to Tender No _____
   and the documents specified therein.
2. Bidder's Offer No _____
3. BHEL's e-mail dtd. _____

_____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS (BIDDER)
(to be signed by a person holding

1. a valid Power of Attorney)

2.

WITNESS (For and on behalf of BHEL)

1.

2.