

# SPECIAL CONDITIONS OF CONTRACT



**PROJECT ENGINEERING & SYSTEMS DIVISION**  
RAMACHANDRAPURAM, HYDERABAD



**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 Ref/ NIT NO.	<b>Enq No.- TOAUX00058 (NIT No._60923)</b>
2	TENDER TYPE	Open (Global tender)
3	DIVISIBLE CONTRACT	No
4	TENDER DESCRIPTION	Pre-Bid Tie-Up with Licensor and Engineering Sub Contractor (L,ESC) for IOCL-Vadodara SRU Tender
5	PURCHASER	PE&SD, BHEL Hyderabad
6	PROJECT NAME	LEPC-7 Package of Sulphur Recovery Unit (1x400 MTPD) Including Control Room and Substation for Sulphur Block for Petrochemical and Lube Integration Project 'LuPech' (J-18) Project at IOCL Gujarat Refinery, Vadodara
7	CUSTOMER	IOCL
8	LOCATION OF THE PLANT	Vadodara, Gujarat
9	CONSIGNEE ADDRESS/BHEL SITE OFFICE ADDRESS	
10	GUARANTEE PERIOD	
11	INTEGRITY PACT	Applicable
12	TENDERING MODE	EPS/ 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	03 Months from PO Date/ Manufacturing Clearance Date ; See Below
20	PROCUREMENT CATEGORY	Supply with Supervision of E&C
21	PAYMENT TERMS	Other Payment Terms ( <b>as per TCC</b> )
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



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30	CLAUSES OF GCC NOT APPLICABLE / TO BE READ AS / MODIFIED TO	
31	BHEL'S SERVICE PROVIDER FOR ENTERPRISE PROCUREMENT SYSTEM (EPS)	E-Procurement Technologies Limited (abcProcure) Head Office: A-201/208 Wall Street - II, Opp. Orient Club Near Gujarat College, Ellis Bridge Ahmedabad - 380 006, Gujarat (India)  HELPDESK: <a href="https://bhel.abcprocure.com/EPROC/contactus">https://bhel.abcprocure.com/EPROC/contactus</a>  EMAIL: <a href="mailto:bhel.support@abcprocure.com">bhel.support@abcprocure.com</a>
32	CONTACT PERSON FOR SUPPLIER REGISTRATION	Name: Hariprasad Gupta Designation: Sr. Officer/SDC Supplier Development Cell-PE&SD PE&SD Building-Ground Floor BHEL, RCPuram, Hyderabad-502032 Ph No: 04023182392 Email Id: <a href="mailto:harigupta@bhel.in">harigupta@bhel.in</a>
33	PURCHASE OFFICER	Name: Rajesh Kumar Das Designation: Sr. Officer/Purchase Purchase Department, PE&SD Building Ground Floor, BHEL, RCPuram Hyderabad-502032 Ph No: 04023182138, Mb-8498813238 Email Id: <a href="mailto:rkd@bhel.in">rkd@bhel.in</a>
34	Additional taxes & Duties	In case of foreign bidders IGST will be paid by BHEL as reverse charges.

**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.

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

14(ii) There shall be four MOUs between BHEL and L,ESC

**MOU-1,2:** These MOUs between BHEL and successful L,ESC – as required in IOCL' Tender and shall be for submission along with BHEL's offer to IOCL. It shall be valid till the Defect Liability Period, from the date of scheduled bid submission.

**MOU-3,4:** These MOUs between BHEL and successful L,ESC shall be the basis for future order for Post-order and shall contain the major commercial clauses which shall be in-principal agreed by both BHEL and the successful L,ESC. 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 License and Engg Sub Contracting only through the L,ESC as per submitted MOU.



The successful L,ESC on whom LOI will be placed for License and Engineering Sub Contracting, shall deposit to BHEL **within 30 days of signing the MOU, 1% of final agreed Price of License and Engineering Sub Contracting, 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 IOCL, 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 IOCL for execution of MEE supply, if BHEL gets order from IOCL in above referred Tender.

14 (iii) Security Deposit @ [KNK1]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 L,ESC 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 L,ESC at the finalized cost, immediately after negotiation, if any.

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

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

**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 L,ESC 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 IOCL's contract with BHEL.

22 (ii) L,ESC to furnish the guaranteed performance values as applicable in IOCL'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