

## 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 one year 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 Insurance 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 business scenario of BHEL, the current supply destinations are as follows:<br>(1) 5 x 800 MW Yadadri TPS (Damarcherla Mandal, Nalgonda District, Telangana State, India)<br>(2) 2 x 660 MW Udangudi TPS (Tuticorin District, Tamil Nadu State, India)<br>(3) 2 x 660 MW Ennore TPS (Tiruvallur District, Tamil Nadu State, India)<br>(4) 1 x 660 MW Panki TPS (Kanpur District, Uttar Pradesh State, India)<br>(5) 1 x 660 MW Bhusawal TPS (Jalgaon District, Maharashtra State, India)<br>(6) 3 x 800 MW Patratu TPS (Ramgarh District, Jharkhand State, India)<br>(7) 2 x 660 MW Maitree STPP (Bangladesh) *<br>(8) 2 x 60 MW Vyasi HEP (Dehradun District, Uttarakhand State, India)<br>* For MAITREE Project (Sl. No. 7 above), destination shall be Chennai/ Kolkata Sea Port.<br><br>The above destinations are indicative and subject to change based on business scenario of BHEL.<br>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:<br><b>Four (04) Months</b> from the date of Purchase Order up to material receipt at site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | No Deviation |
| 5       | Price Variation Clause (PVC) | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              |
| 6       | Payment Terms                | (A) Ninety percent (90%) of basic price of materials supplied along with 100% Packing & Forwarding, 100% Freight and 100% of applicable taxes and duties shall be payable on pro-rata basis in 45 days after receipt of all of the following:<br>(i) GST Invoice<br>(ii) Consignee copy of LR, Packing list, Pre-Despatch Inspection report, Test Certificate, Guarantee Certificate, any other document listed in specification<br>(iii) Receipted LR issued by BHEL Site/ Customer<br>(iv) Other documents listed in dispatch instructions of specific purchase order, if any.<br>(B) Balance Ten percent (10%) of the basic price of Purchase Order shall be payable in 45 days after:<br>(i) Completing all supplies as per Contract<br>(ii) Receipt of Supplementary Invoice of last 10% claim after completing all the supplies of PO<br>(iii) Other documents listed in dispatch instructions of specific purchase order, if any.<br>(C) Payment of GST: The GST amount on gross 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:<br>a) The bidder declaring the invoice in his GSTR-1 and<br>b) Confirmation of payment of GST thereon by bidder on GSTN Portal.<br>However, BHEL may, at its discretion release the amount of GST against indemnity bond in the prescribed format (Format provided with Volume-IC of the NIT). Pending the above confirmation, and in such cases, if any discrepancy is found on subsequent verification as per data available from GSTN Portal, the entire financial implication thereof on BHEL shall be recovered from the bidder.<br>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                         | The successful bidder to furnish Contract Performance Bank Guarantee for 2% of Framework Agreement value or Rs. 10,00,000/-, 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                     | The quantities mentioned in the enquiry are only indicative. The total quantity of orders under the Framework Agreement may vary downwards or upward subject to a limit of +20% of the respective quantities of individual line items indicated.<br>The individual Purchase Order placed based on this Framework Agreement are not subject to any Minimum Order Quantity (MOQ) limitation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | No Deviation |