

ENQUIRY NO. T7J1R15152 (NIT 38886)		
VOLUME-IB	SPECIFIC CONDITIONS OF CONTRAC	PAGE 1 OF 10

CONTENTS

CLAUSE NO	DESCRIPTION
1.0	BROAD SCOPE OF WORK
2.0	SPLITTING OF SUPPLY CONTRACT
3.0	SITE CONDITIONS
4.0	SERVICES TO BE RENDERED BY THE VENDOR
5.0	COMMUNICATION
6.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
7.0	ENGINEERING SERVICES
8.0	TAXES AND DUTIES
9.0	FREIGHT AND INSURANCE
10.0	MOBILISATION ADVANCE/INTEREST BEARING RECOVERABLE ADVANCE
11.0	CONTRACT PERFORMANCE BANK GUARANTEE
12.0	PERFORMANCE BANK GUARANTEE
13.0	PAYMENT TERMS
14.0	ESCALATION(PVC)OVER RUN COMPENSATION (ORC)
15.0	REVISION ON ACCEPTED CONTRACT RATE
16.0	GUARANTEE
17.0	TIME (ESSENCE OF THE CONTRACT)
18.0	LIQUIDATED DAMAGES
19.0	MATERIAL RECEIPT CERTIFICATE (MRC)
20.0	CONSIGNEE
21.0	DESPATCH
22.0	APPROVED MANUFACTURER / SUB-VENDOR
23.0	INSPECTION & JOINT VERIFICATION (AT CONTRACTOR'S WORKS)
24.0	VOID
25.0	VOID
26.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
27.0	CONTRACT PRICE
28.0	PROJECT INFORMATION
29.0	SCHEDULE
30.0	DIVISIBLE CONTRACT
31.0	DELIVERY SCHEDULE
32.0	EVALUATION CRITERION
33.0	MSE SUPPLIERS CLAUSE
34.0	REVERSE AUCTION
35.0	FRAUD PREVENTION
36.0	SPECIAL CLAUSE
37.0-41.0	OTHER TERMS

ENQUIRY NO. T7J1R15152 (NIT 38886)		
VOLUME-IB	SPECIFIC CONDITIONS OF CONTRAC	PAGE 2 OF 10

The special conditions of contract (SCC) inscribed hereunder shall be read and construed along with general conditions of contract (GCC) as part of the tender document and in case of any conflict or inconsistency, the provision of the SCC shall prevail. Unless otherwise specified, in case of any confusion of any clause/ provision of this SCC or any conflict/ inconsistency of any clause/ provision of this SCC with that of any other tender document, the same shall be brought out by the bidder, if applicable, failing which most stringent interpretation in favor of BHEL shall be adopted and the same shall be binding to the bidder.

CLAUSE NO	DESCRIPTION
1.0	BROAD SCOPE OF WORK : The scope covers design, engineering, manufacturing, Procurement, inspection, testing at manufacturer's/ vendor's/ sub-vendor's works, painting, proper packing, transportation to site including freight & insurance, E&C / Supervision of E&C at Owner site and performance testing for total scope as defined in technical specification along with all its annexures and elsewhere in tender. The scope shall broadly include, but not limited to following
1.1	Detail design of all equipment & sub-system and work as per specification.
1.2	Adhering to standard QAP, if provided along with the tender documents or Preparing QAP and getting the approval of BHEL.
1.3	Complete manufacturing of all the equipment/sub-system including shop, assembly, field testing and installation at site as per specification.
1.4	Providing special tools & tackles and services necessary for the satisfactory execution of the contract.
1.5	Providing requisite sets (both hard & soft copy) of Engineering drawings, RTF and data sheets as outlined and elsewhere in this tender. (Refer to 'Time (The Essence of the Contract)' clause of GCC)
1.6	Providing Operation & Maintenance manual, As built drawings, Plant Handbook, Storage, Preservation & Painting Manual, Erection Manual etc. as per schedule specified and elsewhere in this tender.
1.7	Arranging inspection of equipment and accessories etc. at Vendor's/sub vendor's premises.
1.8	Packing & transportation of the goods from the Vendor's works/sub vendor's works.
1.9	Any equipment not specified here but required to make the equipment complete shall be under the scope of the Vendor.
2.0	Splitting up of supply contract into two supply contracts one for Indian supply and other for the foreign supply would not be entertained.
3.0	SITE CONDITIONS Contractor should acquire full knowledge & information about site conditions prevailing at site and in & around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
4.0	SERVICES TO BE RENDERED BY THE VENDOR
4.1	Services for complete engineering, coordination and Execution of the Contract as detailed elsewhere in this tender.
4.2	Services for shop test, quality assurance, as detailed elsewhere in this tender.
4.3	Supply of main equipment along with other items as per specification and agreed upon BBU / BOQ, maintaining the sequential dispatch and E&C / Supervision of E&C at site.
4.4	Where applicable, Supply of first fill of lubricants for all equipment including second fill/ replenishment as necessary after commissioning.
4.5	Furnishing of all document, drawing, design basis, reports, instruction manuals, As Built Drawings, preservation schedule with all details of preservation method and preservatives, Plant Hand book etc and as called for elsewhere in the tender
5.0	COMMUNICATION: The contractor shall be responsible for arranging all communication facilities for himself at office. The contractor has to establish independent internet/e-mail facilities with mobile connection for all key personnel and same shall have to be integrated with BHEL's voice/data network and database systems. The contractor's office must have facilities of communications like Fax, E-mail, and Telephone with STD facility etc.
6.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
6.1	Except where otherwise specified, the plant/equipment shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard

ENQUIRY NO. T7J1R15152 (NIT 38886)		
VOLUME-IB	SPECIFIC CONDITIONS OF CONTRAC	PAGE 3 OF 10

	is applicable, the Bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
6.2	Where the Bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
6.3	In the event of any conflict between the codes & standards referred above, and requirements of this specification, the requirements which are more stringent shall govern.
6.4	Wherever specified or required the Plant/ equipment shall conform to various statutory regulations such as Indian Boiler Regulation, Indian Electricity Rules, Indian Explosive Act, Factories Act etc. wherever required, obtaining approval for Plant/Equipment supplied under the specification from statutory authorities shall be the responsibility of the contractor.
7.0	ENGINEERING SERVICES: As part of the overall project management activity, the contractor shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The contractor shall identify one Engineering Manager with whom BHEL will interact on all matters on coordination between BHEL and the contractors. The Engineering Manager shall be the single point contact person on behalf of the contractor and shall be responsible for all engineering co-ordination.
8.0	TAXES AND DUTIES
8.1	The provisions of this clause shall supersede all the references to Taxes & Duties subsumed under GST law, anywhere in the tender documents. The quoted rates shall be exclusive of GST but inclusive of all other taxes, including any cess or surcharge or levy/tax by whatever name called, imposed under GST law or any other law at any time, for which input credit is not available to BHEL under any interpretation of the law. GST at the applicable rates shall be payable extra. However, the same shall not be paid if the input credit thereof is not available to BHEL due to any reason attributable to the supplier/bidder. TDS under GST as and when applicable, shall be deducted at prevailing rates. GST as applicable on the LD/Penalty shall also be recoverable in addition to LD/Penalty applicable on delayed supplies. Bidders/Suppliers have to comply with all requirements of the GST law as may be prescribed by the Government from time to time (including provisions related to E-way bills as and when prescribed). In the event of any non-compliance to any of the requirements of the GST law by the supplier/bidder, any consequential financial implication to BHEL, including interest on delayed discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder. SUPPLY: Bidders have to issue GST compliant invoices showing: 1. BHEL PE&SD R C Puram Hyderabad GSTIN No.36AAACB4146P1ZG under "Details of Receiver (Billed To) 2. BHEL's Customers details (mentioned in SCC/Dispatch Instructions) under "Details of Consignee (Shipped To) 3. State of Telangana as the "Place of Supply" irrespective of where the goods are shipped to, since these transactions fall under Section 10(1)(b) of the IGST Act in case of suppliers from outside Telangana Details of dispatch comprising of copies of GST Invoice, LR/Delivery challan, Packing list etc. have to be submitted to BHEL through email to the concerned purchase officer, prior to dispatch. BHEL shall issue GST invoice (on BHEL's customer) and forward the transporter's copy to the vendor for the movement of the goods. Thereafter, the vendor shall ensure immediate movement of goods under the same documentary details submitted to BHEL. In the event of any delay in movement of goods/submission of these documents to BHEL and/or any documentary discrepancies, any consequential financial implication to BHEL, including interest loss on discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder. SERVICES (E&C, Supervision of E&C, Civil Works etc.): Bidders have to issue GST compliant invoices showing: BHEL, State of _____ (State in which the project site is located) GSTIN of BHEL in such State (to

ENQUIRY NO. T7J1R15152 (NIT 38886)		
VOLUME-IB	SPECIFIC CONDITIONS OF CONTRAC	PAGE 4 OF 10

	be obtained by the bidders before raising any invoice) under “Details of Receiver (Billed To) BHEL’s Customers details (mentioned in SCC/Dispatch Instructions) under “Details of Consignee (Shipped To) State in which the project is located, as the “Place of Supply”. The invoices shall be raised within the time limit prescribed under the GST law. In the event of any delay in submission of the invoice to BHEL, any consequential financial implication to BHEL, including interest loss on discharge of BHEL’s GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder. 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: a) The bidder declaring the invoice in his GSTR-1 and b) Confirmation of payment of GST thereon by bidder on GSTN Portal. How ever, BHEL may release GST amout at it’s discretion on reciept of Indemnity Bond cum undetaking as per Annexure-BB from bidder.
8.2	CUSTOMS DUTY
8.2.1	Customs Duty element for imported items shall be included in basic prices. No variation in customs duty and exchange rate for imported items shall be payable by purchaser. Contractor shall arrange for his own import license, if required, since purchaser will not provide any import license. Therefore, seller/ contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.
8.3	DIRECT TAX
	Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this order / contract, as well as tax liability of the seller/ contractor and his personnel.
9.0	FREIGHT & INSURANCE CHARGES
9.1	Contractor shall deliver the goods on FOR Works including Packing & Forwarding and Freight & Insurance up to Telibandha Lake, STP Point, Raipur-RSCL, Chattishgarh State in Vendor's Scope. Contractor shall inform the underwriter as appointed / nominated by Purchaser, the details of dispatch under intimation to BHEL details such as LR no and date, Truck number, PO number, Project and Value. Supplier shall ensure Insurance during transit, storage, execution, erection & commissioning and O&M for the total plant including man & machinery Foreign bidders: The goods shall be delivered on CIP, Mumbai/Chennai port basis inclusive of packing (SEA/ AIR worthy), inspection charges and all other applicable charges. The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of despatch for his quoted price. The quoted CIP price shall be loaded by the following factors to arrive at the Delivered Cost: i) Import duty as applicable at the time of Price/ Part-II bid opening. ii) Port handling/ clearing charges & inland freight and insurance : @ 5% of CIP value (10% for plates, pipes & structurals). In other cases subject to acceptance by BHEL, loading for various factors (in addition to above) as the case may be will be done as follows: * 0.5% for unloading at Port of Destination * Marine Freight 4% and Marine Insurance 1% (9% and 1% towards Freight and Insurance respectively for Plates, Pipes, Rounds & Structural) 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. Name of the Bid currency to be indicated in the offer.
10.0	MOBILISATION ADVANCE: Mobilization advance is not applicable and will not be considered for this bid / contract.
11.0	CONTRACT PERFORMANCE BANK GUARANTEE
11.1	The successful bidder to furnish Contract Performance Bank Guarantee for 5% of contract value within 30 days from the date of receipt of PO valid till completion of the contract + 6 months claim period.
12.0	VOID

ENQUIRY NO. T7J1R15152 (NIT 38886)		
VOLUME-IB	SPECIFIC CONDITIONS OF CONTRAC	PAGE 5 OF 10

12.1	Performance Bank Guarantee for 10% of total contract value shall be furnished immediately after supply completion, valid up to guarantee period + 3 months claim period.
13.0	PAYMENT TERMS
13.1	For all items of package as per rate schedule of main supply, payment shall be made as per following break-up of basic price. Mobilization advance, where applicable, shall be adjusted pro-rata payments against dispatch documents / LC.
13.1.1	Supply: Ninety percent (90%) of basic price of materials supplied as per approved billing schedule, shall be payable on pro-rata basis within 30 days after receipt of all of the following:- (i) Required dispatch documents & supporting documents as per specification & dispatch instructions (ii) Material receipt certificates/receipted LR's issued by Engineer-In-Charge of BHEL/RSCl (iii) Contract Performance bank Guarantee (CPBG) for a value of 5% of Total Contract Price** for a period up to completion of 5 years O&M(after successful completion of Supply and E&C)+ 6 months claim period. Ten percent (10%) of the basic price of total supply value shall be payable within 30 days after receipt of all of the following:- (i) Completing supply of all equipment as per Contract (ii) Receipt of all final documents such as as-built drgs, O&M manuals etc (iii) Receipt of protocols, duly signed by BHEL Site / Owner on successful completion of E&C, PG/ Demonstration test(s) as applicable E&C:- Ninety percent (90%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be payable within 30 days after receipt of protocols, duly signed by BHEL Site / Owner. Ten percent (10%) of the total E&C value shall be released within 30 days after receipt of protocols, duly signed by BHEL Site / Owner on successful completion of E&C, PG/ Demonstration test(s) as applicable O&M:- Annual O&M Payment shall be made on quarterly basis (in equal installments) for the O&M activities done within 30 days after receipt of required documents, logs, protocols etc duly certified by BHEL Site/Owner Payment of GST: In all the above cases, payment of GST is subjected to the following:- The GST amount on gross value of each invoice claimed by the bidders shall be payable on submission of GST invoice. 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. How ever, BHEL may release GST amount at it's discretion on receipt of Indemnity Bond cum undertaking as per Annexure-BB from bidder.d PENALTY: In case of LD/Penalty recovery, the applicable GST on penalty is also recoverable All the above documents are to be submitted directly to Purchaser and not through bank. ** Total Contract Price is Sum of Basic Prices of all the Purchase Orders for Supply, E&C, 5 Years of O&M <u>For Foreign Vendors</u> <u>Mode 1 – Payment through LC :</u> 100% payment (less Indian Agency commission, if any) shall be paid against proof of dispatch through irrevocable Letter of Credit on submission of 10% Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period - LC shall be opened only in the name of vendor on whom purchase order is placed. - LC will be opened 1 month prior to the scheduled delivery of PO. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening. - All banking charges outside India will have to be borne by the supplier. <u>Mode 2 – payment against documents / Sight draft.</u> - Payment terms against presentation of documents to the Purchaser Bank / Sight draft on submission of 10% Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period - All banking charges outside India will have to be borne by the Vendor.
13.1.5	No interest, whatsoever, shall be payable by purchaser on any amount due to the vendor.

ENQUIRY NO. T7J1R15152 (NIT 38886)		
VOLUME-IB	SPECIFIC CONDITIONS OF CONTRAC	PAGE 6 OF 10

14.0	ESCALATION(PVC)/OVER RUN COMPENSATION(ORC) : Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract. Over run compensation is not applicable for this package.
15.0	REVISION ON ACCEPTED CONTRACT RATE AND VALIDITY OF UNIT RATES: No revision of rate shall be applicable in the event the completion period is extended for any reason whatsoever. Unit rates of detailed BOQ list, where applicable, shall be valid till contract completion
16.0	GUARANTEE
16.1	Bidder shall guarantee for performance of all the equipment supplied and works done as per the scope till successful completion of 5 years of O&M period after successful commissioning of the system. Any repair, maintenance activity, rectification work or any other activity for operation of the plant in line with the contractual performance parameters shall be carried out by bidder free of cost without interrupting the process during the guarantee period.
16.2	Other provision shall be as per the GCC.
17.0	TIME (THE ESSENCE OF CONTRACT)
17.1	The time and date of material supply completion stipulated in the contract Documents shall be deemed to be the essence of the Contract. The Contractor shall so organise their resources and perform so as to complete the work not later than the aforesaid date of completion. The contractor shall commence the works and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer. If the contractor fails to commence the work or organize his resources to enable delivery of supplies within the stipulated time, BHEL at their sole discretion will have the right to cancel the contract. In such an event the contractor's security deposit with BHEL will stand forfeited without any further reference to the contractor, without prejudice to any and all of the BHEL's other rights and remedies in this regard.
17.2	The Engineering Information Exchange and approval schedule shall be as per the Technical specification.
17.3	The supply by vendors shall be strictly as per the approved BBU. Part supply of BBU line item shall not be done without express permission from Engineer and incorporation of the revision in approved BBU. No delivery extension can be sought by vendor citing delays in approval of BBU.
17.4	DRAWINGS The vendor is supposed to supply all the items as per technical specifications and drawings approved by BHEL, including any amendments / addendums required by good engineering practices.
18.0	LIQUIDATED DAMAGES (LD) – As per GCC
19.0	MATERIAL RECEIPT CERTIFICATE (MRC): MRC shall be issued by Customer/BHEL site or their authorized representative indicating the date of receipt of material in good condition at site. Vendor shall visit site for joint inspection of equipment at site, if called for, notwithstanding issuance of MRC.
20.0	CONSIGNEE :Details will be provided later
21.0	DESPATCH
21.1	All materials/ plants/ equipments shall be transported by road including ODC consignment. Dispatch shall only be made after inspection and clearance by BHEL / BHEL TPIA (BHEL Third Party Inspection Agency) / End-user representative, as applicable.
21.2	No consignment shall be dispatched on SELF basis. Material shall be dispatched freight prepaid, door delivery basis.
21.3	Each package should carry the packing slip / details of contents inside a metal enclosure, properly fixed to the packing from outside. The packing shall be transport worthy.
22.0	APPROVED MANUFACTURER / SUB-VENDOR: For other bought out items, bidder have to adhere to the list of sub-vendors, indicated elsewhere in the technical specification.
23.0	INSPECTION & JOINT VERIFICATION (AT VENDOR'S WORKS): Prior to dispatch, the materials would be offered by the vendor for joint inspection at the contractor's works as detailed in this tender specification for which the contractor would serve the advance notice of 15 days for inspection call to BHEL.
23.1	Indegenous vendors : BHEL/ BHEL nominated TPIA/ End User/ End Users' representative may inspect Equipment/ Material as per Technical specification/ Approved Drawing/ Approved Datasheet/ Approved Quality Assurance Plan. Supplier shall send inspection call on prescribed format through online (http://cqir.bhel.in). Inspection charges will be borne by BHEL.
23.2	Foreign vendors : Inspection shall be done by Lloyds/TUV /Bureau Veritas/BNV or it's equivalent TPIA and the charges for the same shall be included in the quoted price. IBR or its equivalent certification charges shall be

ENQUIRY NO. T7J1R15152 (NIT 38886)		
VOLUME-IB	SPECIFIC CONDITIONS OF CONTRAC	PAGE 7 OF 10

	inclusive. TC's shall be submitted to BHEL for review.
24.0	VOID
25.0	VOID
26.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
26.1	The Engineer, his duly authorised representative and/ or an outside inspection agency acting on behalf of BHEL/ owner shall have access at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture and if part of the works is being manufactured or assembled on other premises or works, the contractor shall obtain for the Engineer and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on contractor's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be contractor's responsibility and same has to be carried out within the quoted price.
26.2	To facilitate advance planning of inspection in addition to giving inspection notice the contractor shall furnish quarterly inspection programme indicating schedule dates of inspection at customer hold point and final inspection stages. Updated quarterly inspection plans will be made for each 3 consecutive months and shall be furnished before beginning of each calendar month.
26.3	Before any plant/equipment leaves the place of manufacture BHEL shall be given the option of witnessing inspections and tests for compliance with the specifications and related standards. The contractor shall give the Engineer/Inspector 15 days written notice of any material being ready for testing .Such test shall be to the contractor's account except for the expenses of the Inspector .The Engineer/Inspector ,unless the inspection is waived will attend such tests within 15 days of the date on which the equipment is notified as being ready for test /inspection failing which the contractor may proceed with test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of test reports.
26.4	The Engineer or Inspector shall within 15 days from the date of inspection as defined herein give notice to the contractor of any objection wrt drawing/ equipment/ workmanship which in his opinion not in accordance with the specification/ contract. The contractor shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications are necessary to comply with the contract.
26.5	When the factory tests have been completed at the contractor's or subcontractor's works, the engineer or Inspector shall issue a certificate to this effect within reasonable time after completion of tests but if the tests are not witnessed by the engineer or Inspector the certificate shall be issued within 15 days of the receipt of contractor's test certificate by the engineer Inspector. The completion of these tests or the issue of the certificates shall not bind BHEL to accept the equipment should it on further tests after erection be found not to comply with the contract.
26.6	In all cases where the contractor provides the tests at the premises of the contractor or any subcontractor, the contractor except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer/ Inspector to carry out effectively such tests on the equipment in accordance with the contract and shall give facilities to the Engineer/Inspector to accomplish testing.
27.0	CONTRACT PRICE: Bidder shall quote their price as per the format, price schedule (Latest revision) only.
28.0	PROJECT INFORMATION (Refer Technical specification)
28.1	<u>Details of proposed stage/ units</u> Project name: No of units x capacity: Owner : Project brief description : Project site : It is essential that the bidder visit site and acquaint with the conditions prevailing at site before submission of the bid. The information given hereunder is for general guidance and shall not be contractually binding on the/ BHEL.
	APPROACH TO SITE (Refer Technical specification)
	LOCATION : NEAREST RAILWAY STATION : ROAD DISTANCES :

ENQUIRY NO. T7J1R15152 (NIT 38886)		
VOLUME-IB	SPECIFIC CONDITIONS OF CONTRAC	PAGE 8 OF 10

	NEAREST AIR PORT : MODE OF TRANSPORTATION : Road DESIGN AMBIENT TEMPERATURE: DESIGN RELATIVE HUMIDITY : AVERAGE ANNUAL RAINFALL : SEISMIC ZONE : WIND SPEED :
28.2	Drawings attached with the specification are preliminary in nature & are not exhaustive. These drawings may get revised and /or new drawings will be furnished to bidder during detail engineering.
29.0	SCHEDULE OF SUPPLY and E&C
	Supply: The vendor shall complete design & engineering, manufacturing/ supply as per scope within stipulated completion periods. Erection & Commissioning: Bidder to note that they shall be required to carry out the Erection and commissioning of the equipment supplied by them provide at site and as specified elsewhere in the technical specification. The specific dates of the requirement of such services shall be intimated to the bidder during contract execution stage as per BHEL's site requirement. Bidder to mobilize concerned competent person for Erection & commissioning activities within a period of 7 days of receipt of intimation in this regard by BHEL. Bidder to take cognizance of the fact that the E&C activities of the tendered item may get delayed due to non availability of fronts etc. due to reasons beyond purchaser's control. Bidder to however note that the prices quoted by them towards E&C of the equipment as defined above shall remain firm till the completion of E&C of the system. Bidder will not be entitled to raise any extra claim on account of these delays.
30.0	DIVISIBLE CONTRACT (if applicable)
30.1	It may clearly be understood by the bidders that separate orders may be placed for a) supply of equipment b) Erection & commissioning.
30.2	Notwithstanding anything stated elsewhere in this tender, the contract to be awarded shall be on the basis of supply & E&C / Supervision of E&C Services (divisible contract) on single source responsibility. In the mode of contracting on the basis of supply & E&C / Supervision of E&C Services the supply portion of the contract will relate to the price schedule of supply part, and E&C / Supervision of E&C Services portion of contract will relate to price schedule of E&C / Supervision of E&C part.
30.3	But the two contracts shall not in any way dilute the responsibility of the bidder for the successful completion of the job as per tender specification and both the contracts shall contain a cross-fall breach clause, namely that a breach in one contract shall automatically be classified as a breach on the other contract which will confer a right on BHEL to terminate the other contract at the risk and cost of the bidder.
31.0	DELIVERY SCHEDULE: <u>Indegenous suppliers:</u> Design, Supply, E&C:- 04 months from date of Purchase Order or "40 days from the date of readiness of civil fronts (which are not in scope of bidder)". Proof of delivery to be submitted. Please note that confirmed delivery period indicated, includes the approval of Drawings/ QAP /Inspection/Transport / Material Receipt at Site, E&C, Performing PG/Demonstration tests, Handing over if any. O&M: For five years after successful erection & commissioning of system. <u>Foreign suppliers:</u> 04 months from date of Purchase Order or "40 days from the date of readiness of civil fronts (which are not in scope of bidder)". Please note that confirmed delivery period indicated, includes the approval of Drawings/ QAP /Inspection/Transport / Material Receipt at Mumbai/Chennai sea port, E&C, Performing PG/Demonstration tests, Handing over if any. O&M: For five years after successful erection & commissioning of system.
32.0	EVALUTION CRITERIA: Evaluation shall be done on Overall L1 basis. A) Order Placement:-

ENQUIRY NO. T7J1R15152 (NIT 38886)		
VOLUME-IB	SPECIFIC CONDITIONS OF CONTRAC	PAGE 9 OF 10

	As per Note No. 5 of Section-III of specification PY-AS-4 -M107 -8 436 -01, Rev: 00 (Pg. 58), two separate Purchase Orders will be issued; PO-1: for Supply portion, Erection & Commissioning works PO-2: for O&M services of this project.
33.0	MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per Annexure - 1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
34.0	REVERSE AUCTION : BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
35.0	FRAUD PREVENTION : The bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhered to BHEL Fraud prevention policy displayed on BHEL websites http://www.bhel.com and shall bring immediately to the notice of BHEL Management about any fraud and suspected fraud as soon as comes to their notice.
36.0	If there is any conflict in clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) and GENERAL CONDITIONS OF CONTRACT (GCC), then clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) supersedes the requirement. Commercial Conditions quoted in any place other than SCC of BHEL & GCC of BHEL, including stated in Vendors General Terms and conditions enclosed if any, shall be summarily ignored and will be invalid for evaluation of the Preferred Bidder. It shall be treated that bidder have not changed/ modified the tender documents (including corrigendum/addendum, if any) issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.
37.0	OTHER TERMS All other term & conditions of this specification shall be governed by the pertinent provisions of GCC, Volume-IA as applicable.
38.0	Consideration of offer submitted by bidder for price bid opening (and for further activities as applicable) is subjected to end customer approval along with qualification in PQC, Technical & commercial parts of the tender.

ENQUIRY NO. T7J1R15152 (NIT 38886)		
VOLUME-IB	SPECIFIC CONDITIONS OF CONTRAC	PAGE 10 OF 10

39.0	Bidder's should ensure all necessary approvals required from NEERI (National Environmental Engineering Research Institute) required for Design, Supply, Insurance, E&C and O&M (5 years) works for Mechanical & Electrical package using phytoid technology for Telibandha Lake Purification & Restoration.
40.0	Bidder shall include design cost, transportation cost/freight also in Supply Portion. For supply of equipment, bidder to ensure proper packing for site storage with full knowledge of site conditions. Any job not reflecting in price format, but defined in the specification as bidder's scope, shall be carried out by bidder without any price implication.
41.0	BHEL may ask the bidder/contractor to submit running account bills along with tax invoices for the work done for payment purposes. Bidder to maintain these accounts and submit as when asked.