

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT “Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 1 OF 13

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	INTENTIONALLY LEFT BLANK
25.0	INTENTIONALLY LEFT BLANK
26.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
27.0	CONTRACT PRICE
28.0	PROJECT INFORMATION
29.0	SCHEDULE OF SUPPLY & SUPERVISION OF E&C
30.0	DIVISIBLE CONTRACT
31.0	OTHER TERMS
32.0	DELIVERY INSTRUCTIONS
33.0	DELIVERY SCHEDULE
34.0	EVALUATION CRITERIA
35.0	REVERSE AUCTION
36.0	SUPPLIER REGISTRATION WITH BHEL (Applicable for Un-registered vendors)
37.0	MSE SUPPLIERS
38.0	GENERAL TERMS
39.0	SPECIAL REMARKS
40.0	FRAUD PREVENTION POLICY
41.0	VARIABLE CUSTOMER to be read as NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT
42.0	Bid Bond
43.0	PRICE REDUCTION FOR NEGOTIATIONS WITH M/s GSCL

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT "Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 2 OF 13

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 at Volume IV 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 in Volume II 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 in Volume II 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 on FOR works basis (Nearest seaport basis for foreign vendors).
1.9	Any equipment not specified here but required to make the equipment complete shall be under the scope of the Vendor.
2.0	Terms regarding Indian agents of foreign principals: a) BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement. b) It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time. c) The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country. d) Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only. e) Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules. f) In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes. g) The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at Annexure – 'A' shall apply in all such cases.

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT "Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 3 OF 13

	h) The supply and execution of the Purchase Order (including indigenous supplies/service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirement of Indian supplier/ agent as per SEARP available on www.bhel.com. i) The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.
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 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

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT “Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 4 OF 13

	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	EXCISE DUTY (NOT APPLICABLE) Refer attached Addendum to SCC & GCC
8.1.1	Contractors are required to include excise duty including surcharges, if any, in the quotation and ensure that they are as per the existing tariff on the date of the offer and have availed all benefits as per existing rules. Excise Duty: _____ %
8.1.2	Excise duty actually incurred by contractor against self-manufactured items despatched from his factory constituting sale under the contract alone shall be reimbursed at actuals against requisite documentary evidence like clean invoice cum excise duty gate pass in original, if excise duty is separately indicated in the price bid. If excise duty is included in the price quoted by the contractor then he is not eligible for reimbursement of excise duty or statutory variation of excise duty.
8.1.3	The invoice cum excise duty gate pass should show the name of ultimate consignee as specified in the contract.
8.1.4	No excise duty shall be payable by BHEL on the raw materials, inputs & bought out items which are required for manufacture / assembly of any item at vendor's works / sub-vendor's works. However excise duty shall be reimbursed for finished components consigned directly to consignee as specified in the contract, from sources other than contractor's factory against the documentary evidence.
8.1.5	The contractor is required to ensure that excise duty is properly calculated and paid and exemption and benefits are fully availed of.
8.1.6	Bidder to consider the benefit of MODVAT / CENVAT in their quoted basic price. If CENVAT benefit has been availed by contractor on his inputs and have been passed on to BHEL, the contractor will provide certificate to that extent, if required by BHEL.
8.1.7	If the contractor claims / obtains any refund of the excise duty paid and which was billed on BHEL or reimbursed by BHEL, the same shall be refunded to BHEL.
8.1.8	Excise duty shall be restricted to the amount and percentage shown in the price format. BHEL is not liable to reimburse, if the excise duty shown by the contractor in his offer is incorrect.
8.1.9	The excise duty shall be reimbursed against submission of clean original excise duty invoice. The payment of excise duty shall however be limited to the amount indicated in the price in the schedule. Statutory variation shall be limited to change in the tariff within the delivery specified in the order/contract only. Provisional / Conditional gate passes / excise duty invoices are not acceptable for reimbursement.
8.1.10	EXCISE DUTY (IN CASE OF DEEMED EXPORT) In case of deemed export and order placed under similar financing arrangement, contractors are required to ensure that original gate passes and documents to claim draw backs are made available to BHEL along with disclaimer certificate. In the absence of above the offer is liable to be loaded. In these cases, excise duty shall be billed separately with the above documents.
8.1.11	Bidder shall not be eligible for any statutory increase in the excise duty beyond the contractual delivery date agreed by the purchaser.
8.2	CENTRAL SALES TAX (NOT APPLICABLE) Refer attached Addendum to SCC & GCC
8.2.1	Central Sales tax shall be payable extra on submission of Tax Invoice, if the same is payable by the bidder to the respective Government Authorities meeting all statutory requirements and availing all exemption/ concessions under the Central Sales Tax Act, 1956. Bidder shall show CST separately in the Tax Invoice for inter-state sales at prevailing rate.
8.2.2	The bid/offer should clearly indicate the percentage and total amount. Concessional forms required should be clearly indicated in the bid/offer.
8.2.3	Sales tax on direct sales by the contractor to BHEL shall be reimbursed, as per tariff applicable to the approved items but restricted to the amount shown in the price bid separately. If it is shown as included in the quoted price, then it shall not be eligible for reimbursement by BHEL.
8.2.4	BHEL proposes to make sale in transit as per Sec 6(2) (b) of the CST Act, 1956 where goods are

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT "Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 5 OF 13

	moving inter-state. "C" Form shall be issued and exchanged against E-1/E-2 Certificates based on provisions of the statute.
8.2.5	If documents are submitted through bank. Form-C shall not be insisted for retirement.
8.2.6	Concessional forms requirement should be clearly indicated in the bid/offer.
8.2.7	In order to obtain the benefit of Transit Sale exemption U/S 6(2), following mode of documentation shall be followed.
8.2.7.1	FOR SELF MANUFACTURED ITEMS OF VENDORS
	<i>In case of BOP, vendor's LR/ RR/ GR/ CN must the bear the name of BHEL as 'Consignee'. BHEL will endorse the following words on the back of dispatch documents, ie LR/ RR/ GR/ CN prior to the date of receipt of materials by BHEL at site, ie after movement commences and before it terminate.</i> <i>'Please deliver the goods to (Shall be indicated in dispatch instructions)</i> Name of authorized signatory of BHEL: _____ Date: _____ Signature: _____
8.2.7.2	FOR BOUGHT-OUT ITEMS OF VENDORS:
8.2.7.2.1	STEP-1
	<i>Sub-vendors' LR/ RR/ GR/ CN must the bear the name of vendor as 'Consignee'. Vendor must endorse the following words on the back of LR/ RR/ GR/ CN prior to the date of receipt of materials by vendor, ie after movement commences and before it terminates.</i> <i>Please deliver the goods to (Shall be indicated in dispatch instructions)</i> Name of authorized signatory of vendor: _____ Date: _____ Signature: _____
8.2.7.2.2	STEP-2:
	<i>BHEL must endorse the following words on the back of LR/ RR/ GR/ CN prior to the date of receipt of materials by BHEL at site, i.e. after movement commences and before it terminates.</i> <i>Please deliver the goods to (Shall be indicated in dispatch instructions)</i> Name of authorized signatory of BHEL: _____ Date: _____ Signature: _____
8.2.8	Original Excise Invoice must be in the name of NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT , A/C BHEL for-self manufactured items. (Shall be indicated in dispatch instructions)
8.2.9	Original Excise Invoice must be in the name of project NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT , A/C Vendor name, A/C BHEL for bought out items of Vendor. (Shall be indicated in dispatch instructions)
8.3	VALUE ADDED TAX (NOT APPLICABLE) Refer attached Addendum to SCC & GCC
8.3.1	VAT, as applicable will be reimbursed by BHEL on all intra-state sales, upon submission of Tax Invoice & as per tariff applicable, if the same is payable by bidder to the respective Government authorities meeting all statutory requirements and availing all exemption/ concessions under relevant acts of the state. The tax invoice pertaining to supplies made in a quarter must be presented within that quarter so as to enable BHEL to take input credit within that quarter. If BHEL is denied of the benefit of Input Credit due to late/ non submission of "TAX INVOICE", VAT shall not be reimbursed.
8.3.2	Any variation on VAT, if imposed subsequent to latest due date of offer submission, as per NIT & TCN (Tender Change Notice), as applicable, by statutory authority within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be paid by BHEL on production of relevant supporting document to the satisfaction of BHEL.
8.3.3	Contractor has to obtain Tax Clearance Certificate from Sales Tax Authority of concerned state,

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT "Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 6 OF 13

	in case of intra-state sale
8.3.4	The contractor must be registered with the sales tax authority in the concerned state, in case of intra-state sale. The bidder must produce copy of the Registration Certificate issued by the Sales Tax Authority. The bidder must issue "TAX INVOICE" showing VAT charged separately in case of intra-state supply.
8.3.5	Bidder to consider the benefit of Input Credit of VAT in their offer. VAT shall be payable extra, on all items supplied from Bihar on submission of Tax Invoice & as per tariff applicable, if the same is payable by bidder to the respective Government authorities meeting all statutory requirements and availing all exemption/ concessions under relevant state act. The tax invoice pertaining to supplies made in a quarter must be presented within that quarter so as to enable BHEL to take input credit within that quarter. If BHEL is denied of the benefit of Input Credit due to late/ non submission of "TAX INVOICE", VAT shall not be paid at all.
8.3.6	In case of intra-state sale, the 'original for buyer' invoice copy should mention Variable (BHEL appointed nodal agency) as Purchaser's address with their TIN number Variable (TIN number of the nodal agency) .
8.5	CUSTOMS DUTY
8.5.1	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.
8.6	SERVICE TAX (Refer attached Addendum to SCC & GCC)
8.6.1	Service tax, where applicable, shall be shown separately in the bid and it shall be payable extra on submission of Tax Invoice, if the same is payable by the bidder to the respective Government Authorities, meeting all statutory requirements and availing all exemption / concessions under the relevant acts. Bidder shall show Service Tax separately in the Tax Invoice at prevailing rate.
8.7	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.
8.8	Intentionally left blank
8.9	OTHER TAXES
	(a) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the GST introduced from 01.07.2017. The terms & conditions will be modified in accordance with the provisions of new laws (e.g. GST). (b) Bidders are required to include all other taxes applicable on the date of the offer/bid over and above ED, ST/VAT. This will include but not limited to Octroi, turnover tax, works contract tax, entry tax, consignment tax etc as applicable. (c) The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of dispatch for his quoted price.
9.0	FREIGHT & INSURANCE CHARGES
9.1	Contractor shall deliver the goods on EX Works including Packing, Forwarding, Freight and Transit Insurance upto NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT STP project site is 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. Note: Freight and transit insurance charges shall be quoted separately by vendor. However tender evaluation shall be done on the basis of total landed cost to BHEL.

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT “Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 7 OF 13

10.0	MOBILISATION ADVANCE: Mobilization advance is not applicable and will not be considered for this bid / contract.
11.0	CONTRACT PERFORMANCE BANK GUARANTEE (Applicable for Contract value more than Rs 20 lakhs)
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 + Six Month + 3 months claim period.
12.0	PERFORMANCE BANK GUARANTEE (Applicable for Contract value more than Rs 20 lakhs)
12.1	Performance Bank Guarantee for 5% 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	a) Supply: <u>For Indigenous Vendors :</u> - Fifty percent (50%) of basic price of materials supplied as per PO, shall be payable on pro-rata basis along with 100% of applicable taxes and duties on dispatch of materials upon submission of required documents listed as per Annexure-1. - Forty percent (40%) of basic price of materials supplied as per PO, shall be payable on pro-rata basis on receipt of final documents including MRC and LR copy duly signed by BHEL site/customer with clear date of receipt of material at site - Ten percent (10%) of the basic price shall be released on pro-rata basis after submission of all final documents (including submission of Form E1/E2 against Form C, if applicable) as per Annexure-1, furnishing Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period and production of E&C certificate from BHEL site/owner on successful commissioning of the complete system/package (if applicable). - All documents are to be submitted directly to Purchaser and not through bank. - Payment period will be as per clause 13.1.3 and it starts from the date of receipt of last document received and acknowledged by BHEL as per Annexure-1. <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.

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT “Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 8 OF 13

13.1.2	b) E&C : (If Applicable) - Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released on submission of protocols, duly signed by BHEL Site / Owner. - Ten percent (10%) of the total value shall be released on successful commissioning of the complete system / package on submission of protocols, duly signed by BHEL Site / Owner. - Ten percent (10%) of the total value shall be released on successful completion of PG/ Demonstration test(s) and handing over system/package to the Owner, as applicable, on submission of protocols, duly signed by BHEL Site / Owner. c) Supervision of Erection & Commissioning : 100% payment within 45 days based on certification by BHEL site officials and clear invoice along with relevant supporting documents directly given to BHEL-Hyderabad.
13.1.3	Amount shall be payable within 45 days (45 days for MSME vendors also) after receipt of clear bill along with dispatch documents as per Annexure-1 (applicable to every bill).
13.1.4	No interest, whatsoever, shall be payable by purchaser on any amount due to the vendor.
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	Full Guarantee for the performance of the equipment and total system, for a period of 24 months from the date of dispatch or 18 months from the date of commissioning, whichever is earlier shall be considered.
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 organize 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 NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT / 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,

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT "Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 9 OF 13

	if called for, notwithstanding issuance of MRC.
20.0	CONSIGNEE: NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT
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, bidders have to adhere to the list of sub-vendors, indicated elsewhere in the technical specification, Volume-II.
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.
24.0	Intentionally left blank
25.0	Intentionally left blank
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.

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT “Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 10 OF 13

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 of Volume-III, price schedule (Latest revision) only.
28.0	PROJECT INFORMATION: -
28.1	Details of proposed stage/ units Project name: NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT STP No of units x capacity: STP Owner : M/s NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project brief description : STP Project site : NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT 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
	LOCATION : NEAREST RAILWAY STATION : ROAD DISTANCES : 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
	<u>Supply</u>: The vendor shall complete design & engineering, manufacturing/ supply (including main scope, spares, as applicable), within stipulated completion periods. <u>E&C / Supervision of E&C of Equipment</u>: 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

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT “Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 11 OF 13

30.1	It may clearly be understood by the bidders that separate orders shall be placed for a) supply of equipment b) E&C / Supervision of E&C services
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	OTHER TERMS All other term & conditions of this specification shall be governed by the pertinent provisions of GCC, Volume-IA as applicable.
32.0	DELIVERY INSTRUCTIONS
A	<u>Indigenous Purchase</u> - Goods shall be delivered on Ex- Works including Packing, Forwarding, Freight and Transit Insurance upto NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project site is in vendor's scope. Note: Freight and transit insurance charges shall be quoted separately by vendor. However tender evaluation shall be done on the basis of total landed cost to BHEL.
B	<u>Imports</u> - The goods shall be delivered on nearest Seaport basis inclusive of packing (SEA/ AIR worthy), inspection charges and all other applicable charges. Name of Port of Loading to be indicated by the bidder_____
33.0	DELIVERY SCHEDULE :
A	Indigenous suppliers : Delivery Period shall be 12 month (As per tender spec) from date of P.O up to material receipt at site or one month from the date of dispatch clearance* (*Applicable for cases where material is made ready for dispatch by vendor well within the PO terms & conditions, but dispatch instructions/clearance is not available), whichever is later. For E&C and O&M, period will be till the end of completion period of these services. 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, etc.
B	Foreign suppliers : Delivery Period shall be 12 month (As per tender) from date of P.O up to material receipt at Port of Lading. For E&C and O&M, period will be till the end of completion period of these services. Date of Bill of Lading/AWB will be considered as delivery date for penalty purpose.
34.0	EVALUTION CRITERIA: Evaluation shall be done as indicated in enquiry and total landed cost to BHEL.
35.0	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

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT "Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 12 OF 13

	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)."
36.0	SUPPLIER REGISTRATION WITH BHEL (Applicable for Un-registered vendors): Un-registered vendors to note the following and to give acceptance to this clause. "Techno-commercial (Part-I) offer will be considered subject to their permanent supplier registration for this material category with BHEL before opening of price bid. Non-Compliance to above requirement will lead to rejection of your offer & same will not be considered". Procedure for getting registered: You are requested to ensure the following things: 1. You need to apply online. Kindly use the following links to enter into supplier registration portal. a) http://supplier.bhel.in/ (or) b) https://suppliers.bheltry.co.in/ 2. Please note that your application will be evaluated w.r.t technical, quality, organizational & financial data. In case of any difficulty, please feel free to contact the following. Ms. Monisha Roy Choudhury Sr. Officer/Supplier Development Cell-PE&SD New PE&SD Building, Ground Floor, BHEL, RC Puram, Hyderabad-502032 Ph No: 040-2318 2392 Email Id : monisharc@bhel.in
37.0	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, 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 is 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.
38.0	GENERAL TERMS: a) 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.

ENQUIRY NO. T7F1S28981		
ANN-D	SPECIFIC CONDITIONS OF CONTRACT "Pre-bid Tie-up/MOU with Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) for NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT Project.	PAGE 13 OF 13

	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. b) During the Guarantee Period, if any trouble shooting or re-work is needed, the vendor is to provide the necessary assistance within the quoted rates. NO separate payment shall be made. c) In case of any troubleshooting that may be required after the guarantee period, the vendor shall quote separate MANDAY rates for the same.
39.0	SPECIAL REMARKS i) Refer attached Addendum on Taxes & Duties, Payment of GST and Penalty clauses in SCC/GCC. Bidder is requested to submit a copy of above addendum (as a part of techno-commercial bid) duly signed by the authorized signatory & stamped with official seal as a token of Bidder's unconditional acceptance to this addendum. ii) After PO placement and material dispatch, vendor has to fill the attached Indemnity cum undertaking Bond with duly signed and stamped and furnished the same to BHEL for release of GST payment. iii) Transit insurance also to be included in supplier scope.
40.0	FRAUD PREVENTION POLICY: The bidder along with its associate/collaborators/sub-contractors/sub vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
41.0	Variable Customer to be read as NTPC KAWAS 2X350 TPD WASTE to ENERGY PLANT
42.0	BID BOND : As per BHEL norms. the successful L-1 bidder to submit a bid bond for 1% value of MOU i.e. BHEL PO value on L-1 bidder within 30 days of signing of MOU as security deposit valid during validity period of MOU. BHEL Bank Guarantee format-enclosed -Document (Bank Guarantee Format for Bid Bond or Security Deposit.pdf) (No deviations) to be submitted Duly filled-in
43.0	PRICE REDUCTION FOR NEGOTIATIONS In the event of price reduction during negotiation between BHEL and the Customer, any corresponding reduction related with order shall be discussed and same reduction will be passed on to "QWEPM".