

 	INDUSTRIAL SYSTEMS GROUP (PURCHASE/WORKS)	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry No : 77/18/6005/SAI Dtd. 13.04.2018	NSPCL ROURKELA POWER PROJECT VENTILATION SYSTEM & AIR CONDITIONING (VAC) PACKAGE FOR AHP & CHP
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These Conditions shall be read in conjunction with General Condition of Contract (GCC Rev 01) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

Customer/ Owner's Information:		
1.	Name of the Customer/ Owner and address	M/s.NTPC-SAIL POWER COMPANY PRIVATE LIMITED, DIST.-SUNDARGARH, ODISHA
2.	Customer/Owner Order Ref No.	CC&M-C-347-211-FC-NOA-01/118 dated 11.05.2016 for supply contract & CC&M-C-347-211-SC-NOA-01/119 dated 11.05.2016 for Erection contract
3.	Customer/Owner's (NSPCL) GSTIN	21AABCN5467A1ZZ
4.	Name of the Owner's Consultant and address	M/s MECON LIMITED, DORANDA, RANCHI - 834 002,JHARKHAND
Project Information:		
1.	Project Name	ROURKELA POWER PROJECT-III (1X250MW), ROURKELA
2.	Site Location	ROURKELA POWER PROJECT-III (1X250MW), ROURKELA Nearest Railway Station: The nearest rail station Rourkela railway station is located at about 1 km from the proposed site. Nearest Airport: The nearest airport is at Ranchi which is about 170 Km by Rail and 225 Km by Road from proposed site. Nearest sea port: Paradip (400Km from proposed site) Access by road: The proposed site is well connected by road of NH 23 through a link road from a road junction at Panposh located 10 KM from proposed site.
Terms & Conditions:		
1.	Type of Contract	Supply of VENTILATION SYSTEM & AIR CONDITIONING (VAC) PACKAGE FOR AHP & CHP for 1 X 250 MW NSPCL Rourkela Power Project as per scope in technical specification on Lumpsum basis.
2.	Consignee Address	To be given later / 1x250 MW Rourkela Power Project-III, NTPC SAIL Power Company Private Limited, Dist. - Sudargarh, Rourkela, Odisha, India
3.	Billing Address	BHEL-ISG Bangalore, GSTIN details are available at www.bhelisg.com
4.	Buyer and Paying Authority	For Inter-state sales (where IGST is applicable): BHEL-ISG, Bangalore B) For Intra-state sales (where SGST and CGST are applicable):

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		Paying Authority shall be same as referred above. However, Buyer will be BHEL-PSSR GSTIN No.21AAACB4146P1ZR
5.	BHEL-GST TIN	BHEL-ISG Bangalore, GSTIN details are available at www.bhelisg.com
6.	Mode of Dispatch	By Rail/Road Note : It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement
7.	Road Permit Requirement	Will be intimated later.
8.	Transit Insurance	MCE in BHEL Scope. Transit insurance anywhere to anywhere in India is covered. Insurance details will be given later.
9.	Unloading at Site	In the scope of BHEL .
10.	Storage at Site	In the scope of BHEL .
11.	Movement of Material Within Site	In the scope of BHEL .
12.	Delivery Schedule	Completion of supply within 9 months from the date of LOI. Completion of Erection & Commissioning within 12 months from the date of LOI
13.	Guarantee period	Eighteen (18) months from the date of last supply or twelve (12) months from the date of commissioning, whichever is earlier
14.	Price basis & Evaluation	Ex-works price inclusive of Freight, packing & forwarding charges. Suitable packaging & markings shall be in supplier scope to ensure that the materials dispatched are easily traceable and made available at the time of erection. Price evaluation to arrive at lowest bidder: Basic Price (Excluding GST) Freight Inclusive. Price basis for ordering: for indigenous bidders-EX-WORKS (Inclusive of Freight).
15.	Freight	Freight is inclusive

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16.	Drawing /Data Sheet/QAP Submission & Approval	As per Technical Enquiry Specification no. IS-1-16-2003/043 dated 29.03.2018. Data sheet and QAP shall be submitted by the Vendor as per data sheet/QAP submission schedule in technical scope. B. For obtaining drawing approval from customer/consultant, vendor shall depute their concerned engineers to BHEL as well as customer's place for clarifications/discussions and shall be equally responsible for approval of drawings.
17.	Final Drawings / Documents submission	As per Technical Enquiry Specifications
18.	Inspection & Inspection Agency	a) As per Technical Enquiry Specification no. IS-1-16-2003/043. Vendor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to BHEL-ISG/Third Party Inspection Agency (as informed by ISG) for arranging Customer/Owner/Third Party participation (Where ever applicable), with an advance notice of 15 working days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by Customer/Owner based on the-ISG Report OR Joint inspection report of BHEL ISG & Customer/Owner (Wherever applicable). Inspection call should be furnished in the enclosed format only. b) Penalty for items not ready after inspection call / failure during inspection: The expenses incurred by Customer / BHEL for travel, stay etc. shall be recovered from the vendor's bills. d) No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from from BHEL-ISG Material Management Department irrespective of inspection categories.
19.	Payment terms	Supply: As per clause 9.3 of GCC: SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE. List of packages which require final documents shall be as per technical Specification. Note: Clause 9.3.1 Sl.No: i & ii are not applicable. Erection & Commissioning: As per clause 9.4 of GCC: ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES

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20.	Terms of Payment for Mandatory spares	M/s. BHEL will issue separate dispatch clearance/instruction as per site requirement. a) 75% payment shall be made against dispatch of spares at site and against production of invoices and shipping documents along with MDCC issued by customer. b) 25% payment shall be made against receipt of Material at Site after physical verification and certification by Project Manager for the spares received and stored at site.
21.	Liquidated Damages for Supply	In line with clause no 16 of general commercial terms & conditions of GCC. Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of five (5) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver/delays supervision any part of the ordered stores within the period stipulated in the Order/Contract.
22.	Liquidated Damages for guaranteed performance	If the equipment/system fail to meet the guarantees during the performance guarantee test, all necessary modifications and/ or replacements shall be carried out by the successful bidder without any extra cost to the owner so that the equipment/ system comply with the guaranteed requirements. However, even after modifications and / or replacement, if the specified performance guarantee are still not met, the owner will have right to either of the following: a. To reject the equipment/system/plant and recover from the bidder the payments already made. OR b. Accept the equipment / system after assessing the deficiency in respect of the various ratings, performance parameters and capabilities and recover from the contract price an amount equivalent to the damages as determined by the owner. Amount towards such damages shall, however be limited to the cost of replacement of equipments/ system, replacement of which shall remove the deficiency so as to achieve the guaranteed performance. Also in line with NTPC SAIL POWER COMPANY (P) LIMITED ROURKELA POWER PROJECT (PP – III: 1 x 250 MW) Technical Specification for EPC Package Clause 06.01.02 Acceptance of Guarantee Test Results AND Category wise Guarantees page no 164 of 272.
23.	Dispatch Documents Required (to be furnished by Vendor)	A) For Customer/Owner billing by ISG, the supplier shall provide the following documents to BHEL-ISG in 4 sets :

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		For Supplies from within India: 1) Copy of Vendor Invoice (Original Invoice as per GST Act) 2) Copy of Packing List indicating Quantity/ Gross weight! Net weight and BHEL approved BBU item no. wherever applicable against each item dispatched. 3) Copy of Excise Duty Gate Pass 4) Original LR / RR 5) Receipted LR / delivery challan acknowledgement by NSPCL / BHEL site engineer B) For Vendor payments following documents are required in 4 sets: 1. GST invoice as per GST Act 2. Delivery challan 3. Packing list 4. Receipted LR 5. Guarantee certificate 6. Insurance intimation In addition to the above, vendor may furnish mfg clearance/drg/docs approval date for the purpose of determining contractual delivery for expeditious processing of Invoices BHEL reserves the right to ask for any other document required for processing of bills; the vendor shall comply with the same.
24.	Dispatch Markings	The supplier shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road. • All packing shall allow for easy removal and checking at site. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be adopted by the Contractor for protection against moisture during transit. • The number of each package in a shipment shall be shown in fraction, numerator showing number of the package and the denominator showing total number of packages in a lot / consignment. The packages number shall be generally prepared in the sequence in which they will be required for erection. • Each package delivered under the Contract shall be marked by and at the expense of the supplier and such marking must be distinct and in English

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		language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee. the gross weight and net weight of the package, the name of the Contractor with a distinctive number of mark sufficient for purposes of identification. All markings shall be carried out with such materials as to ensure quickness of drying. fastness and indelibility. Each equipment or parts of equipment shall, when shipped or railed or otherwise dispatched be tagged with reference to the assembly drawings and corresponding part numbers. Each bale or package shall contain a packing note quoting specifically the name of the Contractor, the number and date of contract and the name of the office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the part numbers with reference to the assembly drawing and the quantity of each part, drawings nos. and tag numbers. • Besides wherever necessary, packing shall bear a special marking “ TOP”, “ BOTTOM”, “DO NOT TURN OVER”, "KEEP DRY", "HANDLE WITH CARE".etc. • All packing cases, containers (excluding marine container), packing and other similar materials shall be new. • Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and/or insecure packing. • One copy of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package/container for immediate reference. Each package/Drum delivered under the Contract shall be marked by Supplier as per details listed below and such marking must be distinct and in English language. 1) Name and address of the consignee (To be given later) 2) Dispatched by: (Vendor name) : A/c BHEL ISG, Bangalore 3) LR No. 4) Package No. / Total Package No.eg: 1 of N, 2 of N; where N=Total no. of packages in a particular consignment. 5) Type of Supply: "Main equipment supply" "Mandatory Spares " "Commissioning Spares" as the case may be. Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc. • Two copies of packing list should be kept in case/package No. 1 of each consignment of the goods and four copies in each case (three inside the box and one copy in a special packet at the outer side of the Box). • The Mandatory spares shall be properly packed separately in separate box indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the Ultimate Customer/Owner Contract & Number per item
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		(to match the description given in the packing slip) to facilitate their proper identification by ultimate Customer.
25.	Submission of Performance Bank Guarantee (PBG)	PBG, in line with clause no. 11 of general commercial terms & conditions of GCC, rev-01, is to be submitted within 10 days from the date of Letter of Intent (LOI). (Refer Annexure-II for PBG format) Clause no. 11.4 of GCC, rev-01 shall be read as “Validity of the Bank Guarantee shall be for the entire Guarantee period + 3 months claim period. Initially, it should be at least 26 months + 3 months claim period, later extended to cover the entire guarantee period, two months before its expiry”. Note: The Bank Guarantee to be provided in the hard and not in the SFMS format”. Our bank detail is as follows: Name of Site/division: BHEL ISG Name of Bank: ICICI BANK LIMITED Branch Address: ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025 Phone No. of the Bank: 022-28308110 Branch Code: 0002 Branch IFSC Code: ICIC0000002 Account No: 000205003783 Nature of account: COLL A/C
26.	Taxes & Duties	The terms and conditions mentioned in the GCC or original tender documents anywhere regarding previous tax structure (ED,CST etc) shall be void and not to be considered. Terms relating to GST: 1. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc. 2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). 3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be

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		mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL. 4. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so. 5. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL. 6. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills. 7. This is to inform that GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be submitted by vendor which shall be valid at least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. 8. In case vendor delays, declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
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27.	Submission of E1/E2 forms	Not applicable
28.	Final Drawings / Documents submission	As per technical enquiry specifications, In addition to the no. of copies indicated and desired by NSPCL , bidder to ensure submission of additional 4 sets of all engineering drg./doc to BHEL and for all such subsequent revisions in hard form along with a soft copy sent through email addressed to Project Manager and concerned project team.
29.	Approval of Sub-vendors	Not Applicable
30.	Risk Purchase	As per clause No.38.11 of GCC enclosed.
31.	Arbitration	All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator (s) shall complete the entire arbitration and publish an award

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		within a period of twelve months from the date the Tribunal enters upon the reference. The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party. The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract. “
32.	Integrity Commitment, performance of the contract and punitive action thereof	The offers of the bidders who are under suspension as also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com Commitment by Bidder/Supplier/Contractor: 1. The bidder/supplier/contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. 2. The bidder/supplier/contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. 3. The bidder/supplier/contractor will perform/execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/money/reputation, to BHEL. In order to protect its commercial interests, BHEL may take action against suppliers/ contractors by way of suspension of business dealings with them, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to

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		influence the bidding process or influence the price as per the guidelines for Suspension of Business Dealings with Suppliers / Contractors available at www.bhel.com under “supplier registration page”.
33.	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.
34.	SSI Unit/ MSE	Indicate whether SSI /MSME unit with EM-II Udyoga adhaar or not. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgment in EM-II) or valid NSIC certificate along with CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bid at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE suppliers till the supplier submits these documents. MSE vendor shall necessarily disclose the MSME unit with supporting documents at the time of bid submission subsequent to bid submission change in status cannot be considered. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration. - Valid NSIC Certificate. - Entrepreneurs Memorandum part II (EM II) certificate (valid base on deemed validity of 5 years) or - EM II Certificate/Udyog aadhaar along with attested copy of CA certificate applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over. For details refer BHEL website www.bhel.com.
35.	Reverse Auction	Terms & Conditions of Reverse Auction as per annexure XI of GCC stands revised. Abridged Version of ‘Guidelines for Reverse Auction’ is uploaded in BHEL website www.bhel.com will be applicable.