

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/19/6003/ANA dtd. 17.04.2019	1X660 MW PANKI THERMAL POWER STATION CHP/LHP/GHP PACKAGE
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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 Rev 01.

Customer/ Owner's Information:		
1.	Name of the Customer/ Owner and address	UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED, LUCKNOW
2.	Customer/Owner Order Ref No.	48/PPMM/SE-IV/Panki Extn. Dtd. 31.03.2018
Project Information:		
1.	Project Name	1X660 MW Panki Thermal Power Station
2.	Site Location	Panki, 16 km from Kanpur, Kanpur District, U.P., Pin – 208020
Terms & Conditions:		
1.	Type of Contract	Turnkey Package
2.	Place of Supply and Delivery	Place of Supply (Bill to): BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560012, GSTIN : 29AAACB4146P1ZB Place of Delivery (ship to): Shall be intimated later. A/c BHEL ISG GSTIN No. of BHEL, Uttar Pradesh state : 09AAACB4146P2ZC
3.	Place of Supply and Delivery in case of Services /E&C	In case of Packages wherein Services like E&C, Supervision are part of contract, place of supply and delivery shall be as follows : Resident Manager / BHEL-ISG, BHEL-ISG Site Office, Panki Thermal Power Station Dist. Kanpur, U.P. BHEL Nodal Agency GSTIN for Uttar Pradesh state : 09AAACB4146P2ZC For Panki, GSTIN of Uttar Pradesh state Nodal Unit to be mentioned on the Tax Invoice.
4.	Paying Authority	Paying authority in all cases will be BHEL ISG Bengaluru (GSTIN: 29AAACB4146P1ZB) only.
5.	BHEL-ISG PAN	AAACB4146P
6.	Mode of Dispatch	Equipment to be dispatched by road/ rail/ air/ Sea on freight prepaid and on door delivery basis. Consignee copy of LR to be sent with consignment. Note: It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement.

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7.	Insurance	Transit cum Storage Insurance - In BHEL Scope. Shall be intimated later. Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List/ Challan indicating the items dispatched (with their weights). A copy of above should be sent to the following : a) BHEL Site office (Address same as Place of Delivery) b) BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012 Contact Details : Mr. Anurag Shree, Dy. Manager (Commercial) BHEL-ISG Bangalore Email ID- ans@bhel.in Mob No-9449006321 Tel No- 080-22184265 Insurance as applicable for fieldwork such as third party liability, workmen compensation, Seller/Contractor's own Tools & Plants and automobile shall be arranged by the Seller/ Contractor.
8.	Unloading at Site	In the scope of Vendor .
9.	Storage at Site	In the scope of Vendor .
10.	Movement of Material Within Site	In the scope of Vendor .
11.	Provision of Facilities at Site : (Applicable for Turnkey Packages)	a) Electricity:- Complete construction power requirement will be available on chargeable basis based on vendor's share of actual power consumption as certified by BHEL Resident Manager based on prevailing commercial rates of DISCOM. b) Water:- The Contractor will make his own arrangement for supply of water for construction purpose without any cost implication to the owner. Contractor shall also make all arrangements himself for the supply of potable water for labour and other personnel at the worksite.
12.	Contract Schedule	Completion of facilities (Supply + E&C), for entire scope of work, within Twenty Nine (29) months from the date of Letter of Intent (LOI). Note : Vendor shall submit the detailed L2 schedule for completion of entire scope of work, in line with the L1 schedule enclosed. Vendor has to strictly follow L1 and L2 schedule. The detailed L2 schedule shall cover details like basic engineering, detailed engineering, manufacturing, inspection & supply, erection, testing & commissioning etc. and shall be submitted by vendor within 15 days from the date of Letter of Intent (LOI). The L2 schedule shall be reviewed by BHEL and shall be mutually agreed. Vendor to strictly adhere to the mutually agreed L2 schedule. In case of non-compliance to the agreed schedules/ milestones, then it would be presumed that vendor/ contractor is not fulfilling contractual obligations. In such cases, BHEL reserves the right to take suitable actions like operating "Risk & Cost" clause.
13.	EXTENSION OF TIME FOR	a) If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the successful bidder shall request for extension of the

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	COMPLETION	contract and BHEL at its discretion may extend the contract. b) Based on the reviews, the scope balance at the end of original contract period less the backlog attributable to the successful bidder shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the successful bidder is bound to complete the portion of backlog attributable to the successful bidder. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly. c) However if any 'Time extension' is granted to the successful bidder to facilitate continuation of work and completion of contract, due to backlog attributable to the successful bidder alone, then it shall be without prejudice to the rights of BHEL to impose Penalty/ LD for the delays attributable to The successful bidder, in addition to any other actions BHEL may wish to take at the risk and cost of Successful bidder. d) A joint program shall be drawn for the balance amount of work to be completed during the period of 'Time Extension'. Review of the program and record of shortfall shall be done. e) At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Successful bidder, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to successful bidder and recoverable from the dues payable to the successful bidder.
14	Defect Liability Period 	The Defect Liability Period shall be eighteen (18) months from the date of trial run completion of the system or 30 months from the date of completion of no load trial run of the system, whichever is earlier.
15	Price Basis	Price Basis for Supply of goods: a) For indigenous Suppliers: Firm till completion of contract, Ex-works inclusive of packing & forwarding charges, all taxes & duties and freight except Goods & Service Tax (GST). b) For Foreign Suppliers: Firm till the completion of project. CFR Indian port basis, inclusive of sea worthy packing & forwarding charges, transportation up to Indian port, applicable Basic Customs Duty, Education cess, anti-dumping duty, safeguard duty etc., port clearance charges (at Indian Port of Import) and any other taxes & duties, except Goods & Service Tax (GST) of India. Price Basis for Supply of Services for E&C (for both Indigenous & Foreign Bidder) : The Contract Price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour in accordance with the provisions described below. Installation Price Component of Contract Price, subject to a ceiling of (+/-) 20% of the said price component for erection, testing and commissioning. Price adjustment shall be worked out and paid on a monthly basis based on the Invoice

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		value. The invoice shall be prepared based on the item price agreed in the billing schedule. The monthly price adjustment amount for the installation component of the Contract Price will be computed as per the formula given below : (a) Indian Rupee portion of the Installation Price: ER = ER1 - ER0 ER1 will be computed as follows : $ER1 = ER0 (0.15 + 0.85 * F1/F0)$ Where : ER = Adjustment to Erection portion of Installation Services component of contract price expressed in Indian Rupees payable to the contractor for each billing. ER1 = Adjusted amount of Erection portion of Installation Services component of contract price expressed in Indian Rupees payable to the Contractor. ER0 = Value of the Erection work done in the billing period, which shall be calculated as under : For the purpose of computing ER0, each Erection bill (which is excluding amount payable on successful trial operation of the complete system/package and on successful completion of PG/ Demonstration test(s) and handing over of system/ package) during the Erection period up to the 'successful trial operation of the complete system/package' shall be divided by a factor as indicated below : {Erection portion of Installation Services component of the Contract Price – (Erection Portion of Installation Services component of the Contract Price payable on successful trial operation of the complete system/package and Erection Portion of Installation Services component of the Contract Price payable on successful completion of PG/ Demonstration test(s) and handing over of system/ package)} ----- Erection Portion of Installation Services component of the Price The payment of price adjustment amount so computed shall be made against a separate invoice, linking the corresponding invoice for Erection Portion of Installation payment after retaining the pro-rata amount due on completion of the successful trial operation of the complete system/package and on completion of the successful completion of PG/ Demonstration test(s) and handing over of system/ package. The amounts so retained shall be paid on completion of the successful trial operation of the complete system/package and on completion of the successful completion of PG/ Demonstration test(s) and handing over of system/ package respectively. F = Indian field labour index Namely, All India Consumer Price Index for Industrial Workers
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		(All India Monthly Average) as published by Labour Bureau., Simla, Government of India. Note : Summation of ER1 shall be limited to (100 +/- 20) % (Hundred plus / minus twenty percent) of the price for Installation services (ER0). In case of erection activities, which are delayed beyond the schedule date for reasons attributable to the contractor, the price adjustment provision shall be applicable with lower of the indices as applicable for scheduled date or month of execution. For this purpose, the schedule date for completion of a particular erection activity shall be as per L1/L2 schedule defined in clause no. 12 of SCC. Subscript 'o' refers to indices as on 30 days prior to date set for opening of Stage-I (Techno-commercial) bids. Subscript '1' refers to the indices as applicable for the month of execution of the erection work. Price basis for ordering: Ex-works for Indian Bidder. CFR Indian port for Foreign bidder, equivalent to INR value as per TT selling rate of State Bank of India prevailing on scheduled date of tender opening (Part-I bid in case of two part bid). GST will be paid at actuals against documentary evidence as per Clause no. 16 of SCC. Type of Contract: Lumpsum/ Turnkey Package Freight Charges:- For Indian Bidders: Freight charges shall be included in the basic price of equipments. For Foreign Bidders: In land freight charges [from the Indian port of import to project site] to be indicated separately in the price bid. Freight charges indicated in the price bid shall be exclusive of GST (of India). Freight charges shall be payable on pro rata basis against supply of items. GST (as applicable) on freight charges shall be payable extra at actual as per prevailing rate at the time of dispatch. Clause 8.1 of General Commercial Terms & Condition of GCC (Rev-01) is not applicable to this tender/ contract. In case of foreign bidder does not have an establishment in India, bidder shall have an Indian counter-part who shall be the importer of the equipment. The foreign bidder/ counter-part shall ensure the statutory payments, port clearance, payment of GST on imports, arrangement of inland freight etc. on timely manner as per the statutory requirements, to facilitate smooth supply of equipments to the project site. Even if the price basis for ordering is Ex-Works/ CFR Indian Port, the scope of the vendor/
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		contractor shall include delivery of goods/ services at the destination (project site). In case of items supplied by the foreign bidder, which are sourced from within India, the payment for such supplies shall be made in INR. Also, payment for services like E&C, O&M charges, Training charges and inland freight charges shall be in INR. For making payment in INR vendor has make all necessary formalities. The clause 3 of instruction to bidders of GCC, rev-01 shall be read as : The total charges (for both Indian & foreign bidder) for services {like E&C charges, O&M charges, training charges and inland freight charges (for foreign bidder)} should be at least 15% of the total contract price (supply and services) excluding GST. Also, O&M charges and training charges should be at least 0.5% of the total contract price excluding GST. Failing to the above, break-up of prices shall be adjusted accordingly for ordering. Vendor to note that Clause no. 4.1, 4.2, 4.3, 4.4 & 4.5 of GCC Rev-01 is not applicable.
16	TAXES & DUTIES	All taxes, excluding Goods and Service Tax (GST), but including charges, royalties, any state or central levies and other taxes for supply of materials and execution of the contract shall be borne by the bidder and the same shall be included in the basic price quoted by the bidder. Variation in all such taxes & duties, which are included in the basic price, at any stage during execution of the contract, including extension of the contract, shall have to be borne by the bidder. GST as applicable shall be payable extra at actual against submission of original GST invoice along with all supporting documents. Bidder/ vendor/ contractor to intimate BHEL (by email, in case of supply of goods), within two working days from the date of removal, along with legible scanned copy of all relevant details & documents like tax invoice, packing list, delivery challan, Lorry/ Courier Receipt etc. CIF content is not available. Invoices/ returns of vendors/ contractors are to be submitted within the time limit stipulated Under the GST law. Whenever Input Tax Credit could not be availed by BHEL within the time limit, due to delay in submission of invoices or for any other reason attributable to vendors/ contractors, liability towards loss of such credit shall be passed on to such vendors/ contractors. The terms and conditions mentioned in the GCC or original tender documents anywhere regarding previous tax structure (ED, CST, VAT, service tax etc.) shall be void and not to be considered. Clause No. 4.1, 4.2, 4.3 of General Commercial Terms & Conditions of GCC (Rev-01) are not applicable to this tender/ contract.

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		Any new taxes & duties, if imposed subsequent to date of tender opening (Part-1 bid), by statutory authority during contract period (including extensions, if delay is not attributable to the vendor/ contractor), shall be reimbursed by BHEL on production of relevant supporting documents and original payment receipts (if applicable) to the satisfaction of BHEL. However, vendor/ contractor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/ or abolition of all existing taxes must be passed on to BHEL, by the vendor/ contractor, against new taxes & duties, if any, introduced at a later date. The benefits shall be passed on in terms of commensurate reduction in the basic price. GST or any new tax in place of GST or in addition to GST shall be payable by the Vendor/ BHEL, against proof, as the case may be subject to compliance of Anti - profiteering clause under Section 171 (1) of the GST. Vendors to note : 1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. 2. 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. 3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). 4. A declaration to the effect that all invoice particulars are/have been uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL. 5. All documents like Mill Test Certificate, LR copy, Guarantee/ Warrantee 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. 6. 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. 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
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		BHEL. 7. 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. 8. 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. 9. 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. 10. Anti-profiteering clause : GST law has a provision that any reduction of rates in GST or the benefits of ITC shall be passed on to the recipient by way of commensurate reduction in price of goods/services. Hence, Bidder to ensure that benefit of reduction of rates in GST and benefit of ITC are being passed on by way of commensurate reduction in price of goods/services including capital goods. Such benefit would accrue to vendors/contractors due to availability of ITC for interstate Supplies under GST which was not available in existing law due to CST credit not being available or ITC reversals under existing law for stock transfers, ITC reversals under Existing law on account of common credit etc. Further any element of taxes like Excise, VAT, CST, Service Tax, WCT, Entry Tax etc which are embedded into price of goods/ services shall also be taken into account for working out the benefits and for price reduction. All benefits, as per the "Anti Profiteering Law" of GST shall be passed on to BHEL by the vendors, by way of commensurate reduction in price of goods/ services.
17.	CUSTOM CLEARANCE	Custom clearance for all the items imported into the project shall be in bidder's scope. Also all type of duties, levies, fees, charges (if any) imposed by relevant agencies for Custom/ any other clearance shall be to bidder's account.
18.	Ordering Methodology	The order for the total scope shall be placed as below: a) Purchase Order shall be issued for Design, engineering and supply of goods. b) Work Order shall be issued for supply of services like E&C, training, O&M, PG Test, Handing Over etc.
19.	Payment terms	As per clause no. 9.0 of General Commercial Terms & Conditions of GCC (Rev-01). The Terms of payment shall be as under : A. <u>For Supply of Goods (Main Supply):</u>

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		A.1.(i) Two & half Percent (2.5%) of the basic price for supply of plant & equipment against submission of basic/ detail Engineering drawings/ documents on pro-rata basis against submission of Bank Guarantee of an equivalent amount as per BHEL format (Annexure-V). The pro rata payment shall be as per the list of drawings enclosed under Appendix-A and the weightage indicated against each drawing/ document thereon. A.1.(ii) Two & half Percent (2.5%) of the basic price for supply of plant & equipment against customer approval (CAT-I)/approved as noted by customer (CAT-II) of basic/ detail Engineering drawings/ documents on pro-rata basis against submission of Bank Guarantee of an equivalent amount as per BHEL format (Annexure-V). The pro rata payment shall be as per the list of drawings enclosed under Appendix-A and the weightage indicated against each drawing/ document thereon. Note : The Bank Guarantees mentioned above shall be submitted within two weeks from the date of LOI or along with the 1st bill against the above payment term, whichever occurs first. The initial validity of each of these BGs shall be at least 12 months from the date of issue plus additional three months claim period and further extended till completion of supplies. Vendor can also chose to submit a single BG for the entire 5% value mentioned above. The bidder can submit the reduced value of above mentioned BGs for the balance portion as per the approved BBU during the extension of the BGs. Further, these BG can also be returned against recovery of unadjusted amount by BHEL from vendor's bill. A.2) Seventy percent (70%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes & freight (as applicable), shall be paid against clean receipted LR/ proof of receipt at site on pro-rata basis. Note : Vendor can also claim the activity linked payment of 5% [ref above clause no. A.1. (i) & A.1. (ii) payment terms] along with main supply payment of 70% (above clause no. A.2 payment terms) i.e 70% + 5% = 75%. A.3) Fifteen percent (15%) of basic price of materials supplied will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor. A.4) Five Percent (5%) of total basic price of materials (main supply) will be released against successful completion of Trial Operation of complete CHP and LHP & GHP Package subject to completion of all supplies (Main Supply) as per the approved Billing Schedule. However, BHEL reserves the right to further split the payment terms system/Sub-system wise for progress of the project.
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		A.5) Five Percent (5%) of the total basic price of materials (main supply) shall be released after submission of all final documents as per Technical Specifications and successful completion of the Performance Guarantee (PG)/ Demonstration Test at site of the complete CHP and LHP & GHP Package as applicable (i.e. completion of entire scope of work- Supply + Services). If Performance Guarantee (PG) of the system is delayed by BHEL/ Customer, beyond 12 months after successful commissioning and no-load trial and completion of all supplies (main supply) as per the approved Billing Schedule of the ordered package by the contractors, for reasons not attributable to the Contractor, then this activity linked payment [above clause no. A.5] can be claimed by the contractor against Bank Guarantee of an equivalent amount to be kept valid till issue of Performance Guarantee (PG)/ Demonstration Test at site, whichever is earlier. This BG will be in addition to contract Security Deposit cum PBG for 10% of total contract value and any other BG's issued against this contract. However, this will not relieve the contractor of his obligations to guarantee and also to demonstrate the performance of the systems supplied by them, any time during warranty period based on the notice from the purchaser. B. For Supply of Goods (Commissioning/Mandatory Spares): - Seventy five percent (75%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable) and 100% freight charges (as applicable), shall be payable against clean receipted LR on pro-rata basis. - Twenty five percent (25%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser. C. For supply of Services (E&C, PG Test, Handing over etc.): - Eighty percent (80%) payment on erection & alignment of equipment's pro-rata basis for the work completed, as per approved billing schedule, shall be payable against Running account bill & invoice duly certified by authorized BHEL-ISG site executive. Payment shall be made against the BHEL – ISG's site office certified clear bills along with all supporting documents as per PO. - Ten percent (10%) of the total value shall be payable on pro-rata basis against commissioning of respective items as per the approved Billing Schedule on certification from project site engineer of Owner/ Purchaser. However, BHEL reserves the right to further split the payment terms system/Sub-system wise for progress of the project. - Five percent (5%) of the total value shall be payable on successful completion of trial operation of the complete system/package for the entire scope of work. However, BHEL reserves the right to further split the payment terms system/Sub-system wise for progress of the project. - Five percent (5%) of the total value shall be released by BHEL-ISG, HQ on successful completion of PG/ Demonstration test(s) package to the Owner, as applicable.
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		If Performance Guarantee (PG) of the system is delayed by BHEL/ Customer, beyond 12 months after successful commissioning and no-load trial of the ordered package by the contractors, for reasons not attributable to the Contractor, then this activity linked payment [above clause no. C(iv)] can be claimed by the contractor against Bank Guarantee of an equivalent amount to be kept valid till issue of Performance Guarantee (PG)/ Demonstration Test at site, whichever is earlier. This BG will be in addition to contract Security Deposit cum PBG for 10% of total contract value and any other BG's issued against this contract. However, this will not relieve the contractor of his obligations to guarantee and also to demonstrate the performance of the systems supplied by them, any time during warranty period based on the notice from the purchaser. D. For Training and O&M services: 100% payment with taxes shall be paid pro-rata basis against certification by BHEL. (Copy of site certification / RAB (RAB format as per Annexure-IV) for having completed the work shall be submitted by bidder at the time of claiming erection & commissioning payments. General instructions on payment terms : Refer clause 9.6 of GCC(Rev.01). Note 1-5 of clause no. 9.6 are not applicable for this tender. Payment through bank is not applicable. Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. No loading will be done if foreign bidder agrees for LC with 90 days usance period. Any reduction in credit period, loading shall for the period of relaxation sought on the value payable through LC, based on base rate of SBI (as applicable on date of Techno-Commercial Bid Opening) + 6%. Payment through LC is subject to following: - LC is applicable only for <u>amounts payable against Supply (ie Despatch & MRC)</u>. (Engineering/Drawing submission, Advances, Stage / Final payments shall not be through LC) - LC shall be opened for the value of despatches scheduled for a quarter as mutually agreed. - All LC related Bank charges including LC amendments (if any) shall be to the bidder's account. Foreign Bidder to please note - All Payments other than supply (eg: E&C, Inland Freight & Other Services) shall be in INR. - In case of supplies sourced from India for any item (full or part of the quantity), payment for the same shall be in INR only..
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		3) <i>Payment shall be limited to the INR value arrived at from the price quoted in foreign currency, based on the exchange rate (TT selling rate of State Bank of India) as on scheduled date of technical bid opening.</i>
20	Mobilization advance/ interest bearing recoverable advance	Not applicable for this tender/ contract.
21	Price Variation/ Overrun compensation/ rate revision	PVC for supply not applicable for this tender/ contract. PVC for E&C shall be as per clause no. 15 of SCC . PVC shall not be applicable for training and O&M services. ORC not applicable for this tender/ contract. No interest, whatsoever, shall be payable by the purchase on the any Bank Guarantee/ security submitted or any amount due to the seller/ contractor.
22	Quantity variation	Not Applicable. Clause 6.0 of General Commercial Terms & Conditions of GCC (Rev.01) is not applicable to this tender/ contract.
23	Liquidated damages (LD) for delay in completion	As per clause 16.0 of General Commercial Terms & Conditions of GCC (Rev-01). Type of contract for LD Purpose: Turnkey Package Date of Commissioning Certificate jointly signed by Vendor/ BHEL/ BHEL's Customer/ Customer's Consultant (as applicable) shall be considered as delivery date for LD purpose (on account of delay in delivery/ completion). Cl. No. 16.2.1 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as: "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 Goods & Service Tax (GST), if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if completion of the entire package is delayed beyond the contractual completion date or extension thereof (provided delay in completion is not attributable to the vendor/ contractor)." Note Sl. No. 1, 3 of clause no. 16.2.1 of General Commercial Terms & Conditions of GCC (Rev-01) is not applicable for this tender/ contract. The departmental charges mentioned under clause no. 16.2.2 and 16.2.3 of General Commercial Terms & Conditions of GCC (Rev-01) shall be read as '5%' instead of '15%'.
24	Liquidated damages for shortfall in	a) Should the results of the performance Guarantee tests as stipulated in the specifications show that the equipment have failed to meet the guaranteed capacity

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	auxiliary power consumption and Guaranteed Performance Parameters	performance requirements, the vendor/ contractor shall carry out all necessary modifications and/or replacements to make the equipment/system comply with the guaranteed requirements at no extra cost to BHEL and re-conduct the performance guarantee test(s) with Employer's consent. For auxiliary power consumption, the guaranteed values shall be as per Annexure-I to this SCC. b) In case of un-remedied shortfall in auxiliary power consumption as mentioned in Annexure-I to SCC i.e. limiting value of auxiliary power given by BHEL, the vendor shall be liable to pay BHEL by way of Liquidated damages for performance shortfall for path as defined in Annexure-I to SCC (separately and independently for individual paths) as stipulated below : Liquidated damages for shortfall in auxiliary power consumption: INR 5,84,000 or equivalent foreign currency per 1 KW increase in Auxiliary Power Consumption. Acceptable Shortfall Limit with LD for actual auxiliary power consumption beyond guarantee value shall be (+) 1% of limiting value of guaranteed auxiliary power for path separately and independently. In case the vendor/ contractor does not fulfil the guaranteed parameters, Purchaser may undertake to rectify the system/ equipment and expenditure incurred along with any other incidentals shall be recovered from the vendor/ contractor or reject the equipment/system and recover the payments already made. Maximum deduction for Liquidated damages for shortfall in Guaranteed Performance : The Total amount of Liquidated damages for shortfall in Guaranteed Performance under the Contracts will be subject to a Maximum of 25% of the total Order Value (for supply of goods + services), excluding taxes, duties & freight charges. Vendor's aggregate liability towards Liquidated damages for shortfall in Guaranteed Performance under the Contracts shall not exceed 25% of the Total Contract Price (for supply of goods + services). Such amount shall be recoverable by operating the Bank Guarantee of the vendor and/or deduction from the contract price for supply and E&C portion, excluding taxes, duties & freight charges or from any other dues to vendor under the contract and/or from any of the other contract with BHEL. If the contract currency is other than INR, then the Liquidated damages shall be in equivalent amount in contract currency based on TT selling rate of State Bank of India prevailing on the date of payment to vendor against which recovery is made by BHEL.
25	Submission of Security cum 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 Defect Liability Period + 3 months claim period. Initially, it should be at least 41 months + 3 months claim period, later extended to cover the entire Defect Liability Period, two months before its expiry".

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		Note: The Bank Guarantees are required to be provided in the hard copy in original". 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: ICIC00000002 Account No: 000205003783 Nature of account: COLL A/C The Bank Guarantee shall be sent to the tender inviting officer under registered post (A/D). Note: In Case of Bank Guarantees submitted by Foreign Vendors- - From Nationalized/ Public Sector/ Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in Bangalore i.e. Demand can be presented at the Branch located in Bangalore. - From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank) - In such cases, the Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). All charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Vendor. - In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl. no. b.1 will required to be followed. - The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). - The BG should clearly specify that the demand or other document can be presented in electronic form.
26	Evaluation criteria	The tender shall be evaluated on the overall package basis and on 'total cost to BHEL' on all inclusive basis (except GST, payable extra at actual at prevailing rate) + Loading (if any). Order shall be placed on the overall 'L1' bidder, based on opening of sealed bid / Reverse Auction. Offer will be considered incomplete and rejected if all items are not quoted. For foreign bidder, evaluation shall be done in equivalent INR arrived at for the price quoted applying exchange rate as TT selling rate published by State Bank of India prevailing on scheduled date of tender opening (Part-I bid in case of two part bid).

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27	Inspection & Inspection Agency	a) QAP shall be submitted by the Bidder for approval by BHEL/ end customer/ end customer's consultant . 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 indigenous supplies and 30 working days for Imported Supplies for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by Customer/Owner based on the BHEL-ISG report OR Joint inspection report of BHEL ISG & Customer/Owner (Wherever applicable). Inspection call should be furnished in the enclosed format only (Annexure-VII to SCC). b) Liquidated damages 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. c) Inspection calls shall be addressed to BHEL-ISG Purchase Department irrespective of inspection categories. d) No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from from BHEL-ISG Material Management Department irrespective of inspection categories.
28	Drawing submission and approval	Drawing submission as per L2 network (to be furnished by the vendor and approved by BHEL). Obtaining drawing approval from the customer/consultant is the responsibility of vendor. However, BHEL shall assist the vendor in getting the approvals.
29	Final Drawings / Documents submission	As per technical specification.
30	Approval of Sub-vendors	As per technical specification.
31	Commissioning spares	The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details (to match the description given in the packing slip) to facilitate their proper identification. Three copies of packing list is to be kept inside the box and one copy in a special packet at the outer side of the Box.
32	E-Way bill	If E-Way bill is to be generated by the bidder for transport of materials to the Project site, same shall be arranged by the bidder.
33	EFT PAYMENT	Payment will be made by EFT only and for which the vendors are to provide the following information along with their offers in their letter head duly signed. , Information to be provided: BANK NAME, BANK ADDRESS, BANK PHONE, IFSC CODE (NEFT), BANK ACCOUNT NO., PAN NO., GSTIN NO., TIN NO., E-MAIL ID. Vendor shall also submit a cancelled cheque along with the first bill.
34	BILLS SUBMISSION	As per clause 9.7.6 of General Commercial Terms & Conditions of GCC (Rev-01).
35	Dispatch Documents Required (to be furnished by Vendor)	Supplier shall provide the following documents to BHEL-ISG in 4 sets : For claiming payment under clause no. 19 of SCC : A) For Supply of goods (Main Supply) – 1st 2.5% payment i) GST Invoice/ advance receipt voucher- for Indigenous bidder- in Original ii) Invoice- for foreign bidder- In Original

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		iii) Certification from Engineering Dept. of BHEL-ISG regarding submission of drawings as applicable. iv) Bank Guarantee as per Terms of Payment B) For Supply of goods (Main Supply) – 2nd 2.5% payment i) GST Invoice/ advance receipt voucher- for Indigenous bidder- in Original ii) Invoice- for foreign bidder- In Original iii) Certification from Engineering Dept. of BHEL-ISG regarding approval of drawings as applicable. iv) Bank Guarantee as per Terms of Payment C) For Supply of goods (Main Supply) – 3rd 70% payment and Commissioning/Mandatory spares- 1st 75% payment i) Original GST Invoice- Original for Buyer- for Indigenous bidder ii) Invoice- for foreign bidder- In Original iii) Original Bill of Lading- for Foreign Bidder iv) Copy of clean receipted LR/ Courier Receipt LR/ GR/ RR etc. (as applicable) v) Copy of Packing List/ Delivery Challan- clearly showing number of packages, gross weight and net weight etc. vi) Copy of E-Way Bill (if applicable) vii) Insurance Intimation Note: Documents mentioned at sl. no. B.i, B.ii & B.iii above shall be provided immediately after dispatch. D) For Supply of goods (Main Supply) – 4th 15% payment and Commissioning/Mandatory spares- 2nd 25% payment i) Supplementary/ Commercial Invoice – Original ii) Copy of Material Receipt Certificate E) For Supply of goods (Main Supply) – 5th 5% payment i) Supplementary/ Commercial Invoice ii) Certification for Trial Operation by BHEL and/ or customer/ customer's consultant. F) For Supply of goods (Main Supply) – 6th 5% payment i) Supplementary/ Commercial Invoice – Original ii) Certification of Performance Guarantee (PG)/ Demonstration Test at site of the complete CHP and LHP & GHP Package as applicable (i.e. completion of entire scope of work). G) For claiming payment for E&C, Training and O&M : For claiming payments for E&C, Training and O&M services, along with Original GST invoice, Running Account Bill (RAB) & Measurement Book (MB), in BHEL format, following additional documents need to be submitted : a) Proof of wages paid. b) Monthly EPF remittance challan (if applicable). c) Monthly ESI remittance challan/ W.C. Insurance Policy whichever is applicable. d) Valid Labour License (if applicable). e) Any other document as required by BHEL Engineer In-charge. Additional two sets of photocopy of all the documents (of respective bills) shall be submitted along with each bill.
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		The above list is indicative only and BHEL reserves the right to ask for any other document required for processing of bills, the vendor shall comply with the same. Clause 9.7.5 (b) of General Commercial Terms & Conditions of GCC (Rev-01) shall be read as "Copy of registration/ provisional registration certificate for GST". Clause 9.7.5 (a) & (c) of General Commercial Terms & Conditions of GCC (Rev.01) is not applicable. Documents for GST payment shall be as per clause no. 16 of SCC. 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 mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
36	Dispatch Markings	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 (as given in sl. no 2 of T&C) 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.
37	Project Management	To meet the need of project management , contractor shall provide the following services within quoted /accepted prices: PLANNING & MONITORING : • The contractor shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, as per delivery schedule given in this document. This network must conform to the overall project schedule. • Based on L1 network the contractor will prepare L2 network which will indicate exhaustive list of activities of engineering, procurement of raw materials, manufacturing, testing, procurement of sub-vendor items, and dispatch as per delivery schedule given in this document. This network must include all milestones and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning etc. • Above schedules are to be preferably made in MICROSOFT PROJECT so that the same is compatible with BHEL's project management software. • Above schedules/ networks would be submitted to BHEL sequentially by the contractor within 15 days from date of LOI and finalized within a month.

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		PROGRESS REPORTING : • The contractor shall prepare and submit to BHEL monthly progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL in CD (compatible to BHEL software) and also in requisite number of hard copies. The input & output data for all such schedule shall be furnished to BHEL in a manner compatible with BHEL software available at site. A copy of the progress report must be submitted to Project Manager latest by 7th of every month covering the detailed progress achieved in the previous month. • The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippage's do not accumulate and effect the overall program. • Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. The program of subsequent week shall also be presented by contractor for discussions. The contractor shall constantly update/revise his work program to meet the overall requirement. • Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Bangalore/site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings. • Successful bidder has to provide electronic/ computerized storing and re-production/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in virus free CD & handed over to BHEL as per requirement. Other provisions of GCC of this tender would be applicable.
38	Organization Chart	The vendor shall submit the overall organization chart within 10 days of LOI along with contact details/mobile no. of officials dealing with this contract package for engineering, supply, Quality, E&C and maintenance etc.
39	RISK PURCHASE	As per clause 26.0 of General Commercial Terms & Conditions of GCC (Rev-01). Clause no. 26.2 of General Commercial Terms & Conditions of GCC (Rev-01) shall be read as: Recovery on account of Purchases made by Purchaser at the Risk & Cost of Seller/ Contractor shall be worked out as follows : Risk and Cost against Balance Work: Risk & Cost Amount= [(A-B) + (A x H/100)] Where,

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		A= Value of Balance scope of Work/ Supply (*) as per rates of new contract. B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.
40	LD against delay in executed work/ supply in case of Termination of Contract	LD against delay in executed work/ supply shall be calculated in line with LD clause mentioned above for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/ supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/ supply" is given below. - Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1 - Let the value of executed work/ supply till the time of termination of contract= X - Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y - Delay in executed work/supply attributable to contractor/supplier i.e. $T2 = [1 - (X/Y)] \times T1$

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		e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking “X” as Contract Value and “T2” as delay attributable to contractor/ supplier. Note: In case portion of work/ supply is withdrawn, no LD shall be applicable for portion of work/ supply withdrawn.
41	CONSEQUENTIAL DAMAGE	Not Applicable
42	Arbitration	Clause no. 32.0 of General Commercial Terms & Conditions of GCC (Rev-01) shall be read as: 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 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

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		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“. Clause no. 32.1, 32.2 & 32.3 of General Commercial Terms & Conditions of GCC (Rev-01) are not applicable to this tender/ contract.
43	CONCILIATION	Conciliation clause shall be as per Annexure to Conciliation Clause.
44	MSME	MSE suppliers can avail the intended benefits as per MSMED Act 2006 only if they submit along with the offer (Part-1 bid in case of two or three part bid), 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 vide Annexure-III 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 or three 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. MSE bidders can also submit the Udyog Aadhaar Memorandum along with the offer. Documents should be notarized or attested by a Gazetted officer. If the bidders fall under SC/ ST/ Women Entrepreneur category, same shall be indicated in the offer and relevant supporting documents shall be submitted along with the techno-commercial offer (Part-1 bid).
45	Ethics In Business Dealings	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,

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		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 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”.
46.	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.
47.	Purchase preference for Make in India	As per the directives of Government of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion, purchase preference shall be given to the local suppliers. The purchase preference shall be given as per the Order no. P-45021/2/2017-B.E.-II dated 15-06-2017 and revised Public Procurement (Preference to Make in India) order dated 28-05-2018 from Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India. The subject tender/ contract shall be considered as “NOT DIVISIBLE”. Margin of purchase preference for the subject tender/ contract shall be 20% [based on price evaluation criteria of the tender] Minimum local content for the subject tender/ contract shall be 50%. The local bidder/ supplier shall provide the following documents along with the Part-1 bid: - For procurement value up to INR 10 Crores, self-certification that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made. - For procurement value in excess of INR 10 crores, the local supplier shall be required to submit a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. BHEL reserves the right to negotiate with the L1 bidder and in case of successful price

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		negotiation with the L1 bidder BHEL shall arrive at a final L1 price. In such a case, if the L1 bid is not from a local supplier, the local bidders/ suppliers will be invited to match the final L1 price arrived at after negotiation, in the manner specified in the above mentioned order and the order/ contract shall be awarded to such local supplier subject to matching the final L1 price. For the purpose of inviting the local bidders/ suppliers, the margin for purchase preference shall be considered/ calculated with respect to the original price & ranking obtained in the tender, i.e. before price negotiation with the L1 bidder.												
48.	INTEGRITY PACT	Integrity Pact (IP) a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. <table><tr><th>SN</th><th>IEM</th><th>Address</th><th>Phone & Email</th></tr><tr><td>1</td><td>Shri D.R.S Chaudhary, IAS (Retd.)</td><td>E-1/164, Arera Colony, Bhopal 462016 (M.P.)</td><td>dilip.chaudhary@icloud.com</td></tr><tr><td>2</td><td>Mrs. Pravin Tripathi, IA & AS (Retd .)</td><td>D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi- 110068</td><td>pravin.tripathi@gmail.com</td></tr></table> b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. Note : No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department. For all clarifications/ issues related to the tender, Please contact: Details of contact person (s): Name: Anand Aman, Dy. Manager/ MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Name: Balsamy K, AGM/ MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012	SN	IEM	Address	Phone & Email	1	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164, Arera Colony, Bhopal 462016 (M.P.)	dilip.chaudhary@icloud.com	2	Mrs. Pravin Tripathi, IA & AS (Retd .)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi- 110068	pravin.tripathi@gmail.com
SN	IEM	Address	Phone & Email											
1	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164, Arera Colony, Bhopal 462016 (M.P.)	dilip.chaudhary@icloud.com											
2	Mrs. Pravin Tripathi, IA & AS (Retd .)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi- 110068	pravin.tripathi@gmail.com											

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/19/6003/ANA dtd. 17.04.2019	1X660 MW PANKI THERMAL POWER STATION CHP/LHP/GHP PACKAGE
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		Phone: 080-22184134 Fax: 080-23562713 Email: ana@bhel.in	Phone: 080-22184089 Fax: 080-23562713 Email: kbs@bhel.in
49	Extra Works	In case of any extra item/ work, outside the scope of work of this system/ package as per the Technical Specifications and Terms & Conditions of the tender, which eventually becomes necessary for completion of facilities for the system/ package, BHEL may ask the successful bidder to do such works. In such events, the work shall be executed by the bidder at mutually agreed prices.	
50	Other terms & Conditions	As per General Conditions of Contract (GCC), Rev 01.	
51	Others	Annexure-X of GCC (Rev 01) is not applicable. Please refer Annexure-VI to this SCC for list of consortium Banks.	
52	Order Precedence Documents	of of a) Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL. b) Notice Inviting Tender c) Price Bid Format d) Special Conditions of Contract (SCC) e) Technical specification & scope of work f) General Conditions of Contract (GCC)	
53	Limitation of Liability 	Except in cases of criminal negligence or willful misconduct, (a) the Contractor shall not be liable to the Employer/Owner/Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Owner/Purchaser and (b) The limitation of total liability of Contractor to the Employer/Owner/Purchaser shall be limited as follows : The aggregate liability of the Contractor to the Owner/Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer/Owner/Purchaser with respect to patent infringement.	
54	Force Majeure 	(a) Notwithstanding anything contained in Clause 13.0, if at any time during the continuance of the Order/Contract, the performance in whole or in part by either party of any obligations under the Order/Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Order/Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of Purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.	

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		(b) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution. (c) In the event of the parties hereto not able to agree that a force majeure event has occurred or if an mutually satisfactory solution is not arrived at as mentioned under clause 54(b) above, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event. (d) Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.
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	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/19/6003/ANA dtd. 17.04.2019	1X660 MW PANKI THERMAL POWER STATION CHP/LHP/GHP PACKAGE
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Annexure-I to SCC for CHP/LHP/GHP Package for 1X660 MW Panki Thermal Power Station

Guaranteed Power Consumption at Rated Capacity

Bidder's Name and Address :

Dear Sir,

We declare that the ratings and Power consumption figures of the paths furnished by BHEL under the Package are guaranteed. We further declare that in the event of any deficiencies in meeting the guaranteed figures, you may at your discretion accept the equipment/system after assessing the Liquidated damages as specified at in **clause no. 24 of the Special Conditions of Contract** (of this tender/ contract) or reject the equipment/system and recover the payments already made.

Coal Flow Path I (Direct Stream) - Apron feeders 1&2 taking feed of incoming coal from Wagon Tipplers 1&2 discharging crushed coal into last bunker through travelling tripper mounted on Bunker Conveyor including all intermediate conveyors and equipment. (Maximum Conveying length from WT to bunker)

Limestone Flow Path - Conv-1A/B taking feed of incoming limestone from Reclaim Hopper through Vibrating Feeders discharging crushed limestone to limestone silo including all intermediate Conveyors and equipment.
Gypsum Flow Path-Discharging Gypsum into storage yard through Conv-3A/B

GUARANTEED POWER CONSUMPTION :

Bidder shall guarantee the total power consumption (Pu) path-wise as mentioned above at rated equipment capacity required at the input terminals of all the drive motors.

Limiting Value :

Limiting Value of Guaranteed Power Consumption for Coal Flow Path = 1603 KW

Un- remedied shortfall in power consumption for Coal Flow Path = Actual achieved - As guaranteed above.

Limiting Value of Guaranteed Power Consumption for Limestone Flow Path = 82.70 KW

Un- remedied shortfall in power consumption for Limestone Flow Path = Actual achieved - As guaranteed above.

Acceptable Shortfall Limit with LD for actual auxiliary power consumption beyond guarantee value shall be (+) 1% of limiting value of guaranteed auxiliary power for path separately and independently.

Signature of authorized signatory
with Company Seal

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Annexure-II

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited 1 (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House at Siri Fort, New Delhi- 100049 through its Unit at BHEL- Industrial Systems Group, Bangalore having awarded to (Name of the Vendor/ Contractor/ Supplier) having its registered office at _____ 2 hereinafter referred to as the 'Contractor/ Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated3 valued at Rs.....4 (Rupees -----)/FC.....(in words.....) for5 (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract, we,, (hereinafter referred to as the Bank), having registered/ Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

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This Guarantee shall remain in force upto and including..... 6 and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the7we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 8
- b) This Guarantee shall be valid up to9
- c) Unless the Bank is served a written claim or demand on or before10 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

1 NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 PROJECT/ SUPPLY DETAILS

5 BG AMOUNT IN FIGURES AND WORDS

6 VALIDITY DATE

7 DATE OF EXPIRY OF CLAIM PERIOD

8 BG AMOUNT IN FIGURES AND WORDS.

9 VALIDITY DATE

10 DATE OF EXPIRY OF CLAIM PERIOD

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Annexure-III

Certificate by Chartered Accountant on Letter Head

This is to certify that M/s
(hereinafter referred to as 'Company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No. (Part-II)dtd
Category:(Micro/ Small). Copy enclosed.

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

- For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006):
Rs.....Lacs.
- For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act. 2006):
Rs.....Lacs.

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro/ Small (Strike off which is not applicable) Category under MSMED Act 2006.

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322 (E) dated 01.11.2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date: (dd/mm/yyyy)

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

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Annexure-V

BANK GUARANTEE FOR ADVANCE

Bank Guarantee No:

Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier).having its registered office at _____² (hereinafter called "the Contractor" which expression shall include its successors and permitted assigns) a contract Ref No.....dated³valued at Rs.....(Rupees -----)/FC.....(in words.....) for⁴(hereinafter called the 'Contract')

AND WHEREAS the Employer has agreed to advance to the Contractor, a sum of Rs..... (Rupees..... only), equivalent to _____% of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by undertaking guarantee for Rs ----- (Rupees -----)⁵ from a Bank as hereinafter appearing.

We,, (hereinafter referred to as the Bank), having registered/Head office at and a branch at being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums upto a maximum amount but not exceeding Rs ----- (Rupees -----).

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Contractors/Supplier shall have no claim against us for making such payment.

We theBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to

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forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time on the request of the Employer for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME OF VENDOR /CONTRACTOR / SUPPLIER

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

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Annexure-VI

List of Consortium Banks * (wef 22.03.2016)			
	Nationalized Banks		Nationalized Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

ANNEXURE TO CONCILIATION CLAUSE

ANNEXURE-I

CONCILIATION SCHEME FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

The Parties to this contract agree that if at any time during the contract or arising out of the contract, (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by BHEL.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in this GCC/Agreement/Contract/MoU etc.

This Annexure together with Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC/Agreement/Contract/MoU etc.

The Purchaser/Contractor/Seller agrees that the Purchaser/Contractor/Seller etc., may make any amendments or modifications to the provisions stipulated in this GCC/Agreement/Contract/MoU etc., from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure with effect from the date as intimated by BHEL to it.

ANNEXURE II

ANNEXURE TO THE CONCILIATION SCHEME FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format-2** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-3** hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation, along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores, Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be communicated by BHEL to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party as per **Format-4**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-1**.
5. The Parties shall be represented by only by their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the Independent Experts Committee (IEC) shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exist possibility proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in

7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. In case the Draft Settlement Agreement is rejected by BHEL or the other Party, the Conciliation proceedings would stand terminated.
17. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
18. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
19. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

20. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
21. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
 - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - On rejection of the Draft Settlement Agreement by BHEL or the other Party.
22. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)

Sl No	Particulars	Amount
		In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the, Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the

Sl No	Particulars	Amount
		concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

23. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
24. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
25. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
26. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
27. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

28. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
29. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
30. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
31. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
33. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 1
to BHEL Conciliation Scheme, 2018

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE
IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/ Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/ Counter Claims. The statement of Claims/ Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above-referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause No.2 of Procedure i.e., Annexure-I the Contract/MoU/Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A
STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE
CONTRACT BY A STAKEHOLDER**

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause No.2 of Annexure-I of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause No.2 of Procedure i.e., Annexure-I to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure as at Annexure – I to the subject Contract/ MoU/Agreement/LOI/LOA, if possible. Name and contact details of Conciliator(s)

a)

b)

c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

BHARAT HEAVY ELECTRICALS LIMITED
Industrial Systems Group
RA BILL -

(Para 4.3.1 of Works Accounts Manual)

Name of the Contractor :

Department Bill Nos :

Department Bill Nos :

RAB-

Date :

Name of the Work :

Division :

Sub Division :

Sanctioned Estimate :

Date of written order to commence the work :

Code No. :

Date of commencement of the Work :

Contract Agreement No. :

Due date of completion as per Agreement :

I. ACCOUNT OF WORK EXECUTED

Work Done Period[illegible]

[illegible]

Rupees

II. MEMORANDUM OF PAYMENTS

- | | Rs. | P. | I | II |
|--|-----|----|-----|----|
| | | | Rs. | P. |
| 1 Total value of work actually measured as per Account No. 1, Column 10 (A) | | | | |
| 2 Total upto date 'on account' payment for work covered by approximate or plan measurements as per Account 1, Column 3 (B) | | | | |
| 3 Total upto date secured advances on security of materials as per column 8 of the enclosed Account (Form WAM 10) (C) | | | | |
| 4 Total upto date payments[(A)+(B)+(C)] (D) | | | | |
| 5 Total amount of Payments already made as per entry (D) of last Running Account Bill No.: RAB- dated: forwarded to the Accounts Office on (E) | | | | |
| 6 Balance [(D) - (E)] | | | | |
| 7 Payments now to be made : | | | | |
| a) by cash / cheque | | | | |
| b) by deduction for value of materials supplied by BHEL vide Annexure A attached | | | | |
| c) deduction for hire of tools and plant vide | | | | |
| d) by deduction for other charges vide Annexure C attached | | | | |
| e) by deduction on account of security deposit | | | | |
| f) by deduction on account of Income Tax | | | | |

Note: Amounts relating to items 4 to 6 above should be entered in column II and those relating item 7 in column I. The amount shown against item 6 and the total of item 7 should agree with each other.

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Accounts Bill No: _____ Date: _____ **ALLOCATION**

Entered in Journal Book vide entry No.....Date: _____ Estimate No: _____ Code No: _____

Passed for : _____ Name of the work: _____

	Rs.	Debit	Credit
		Rs. P.	Rs. P.
Less Deductions:	Rs.		
Net Amount Payable	Rs.		
(Rupees.....only)			
Payable to Shri/M/s..... By cheque/cash			
Entered in Contractors' Ledger No.....Page.....			

Assistant Accountant Accounts Officer Total :

Date : Date : Date :

VI. Received Rs.....(Rupees.....only) as per Memorandum of payments on amount of this work.

Signature of witness
Address :

Signature of Contractor
Date :

III. CERTIFICATE OF THE ENGINEER IN CHARGE

- 1.0 The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of work executed) are based were made by Shri _____ (Name & Designation) and are recorded at pages ____ to ____ of Measurement Book No _____
- 2.0 Certified that the methods of measurement are correct and the work has been carried out in accordance with the terms and conditions, schedules, specifications and drawings etc forming part of the contract agreement subject to deviations included in the deviation statement (Annexure D).
- 3.0 Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 10 of Part I, some work has actually been done in connection with several items and the value of such work is in no case, less than the 'on account' payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of and subject to the results of, detailed measurement which will be made as soon as possible.

Signature of Contractor
Date :

Signature of Engineer in Charge
Designation :
Date :

IV. CERTIFICATE OF THE SENIOR ENGINEER

- 1 Certified that the measurements have been checked measured to the prescribed extent by Shri _____ (Name and Designation) at site and also by the undersigned and the relevant entries have been initialled the Measurement Book _____ (vide pages ____ to ____)
- 2 Certified that all the measurements recorded in the measurement book have been correctly bill
- 3 Certified that all recoverable amounts in respect of materials tools and plant etc. and other charges have been correctly made vide annexure A to C attached.

Certified for payment* of Rs _____(In words) _____

To be paid in cash/by cheque in presence of _____

ALLOCATION

The

expenditure is chargeable as under and to be included in the accounts for May 2007

Ledger Head	Debit [Gross amount]	Credit [Deductions]
	Rs. P.	Rs. P.
TOTAL		

Signature of Senior Engineer
*Here specify the net amount payable. Date :

VII. ENTRIES TO BE MADE BY TREASURY SECTION

Cash Book entry No. and date: Amount paid Rs. _____
Amount unpaid Rs. _____
Total : Rs. _____

Signature of Cashier
Date :

ANNEXURE A

Statement showing details of materials issued to the contractor :

in respect of Contract Agreement No.:

Date :

Sl. No.	Stores issue voucher no. and date	Issue voucher No. and date allotted by stores to the SIV	Description of material issued to the contractor	Quantity issued (MT)	Quantity actually, incorporated in the work	Whether recoverable from the contractor or supplied free	If recoverable from the contractor				REMARKS
							Rate at which recoverable	Amount recoverable	Amount recoverable upto previous bill	Balance now recovered	
1	2	3	4	5	6	7	8	9	10	11	12

TOTAL : (MT)

Signature of Contractor

Date:

Signature of Engineer in Charge

Date:

Signature of Senior Engineer

Date:

ANNEXURE B

Statement showing details of materials issued to the contractor :

in respect of Contract Agreement No.:

Date :

Sl. No.	Description of tools and plant issue	Period for which issued	Rate at which recoverable to be made	Amount recoverable	Amount recoverable upto previous bill	Balance now recovered	Remarks
			Rs. P.	Rs. P.	Rs. P.	Rs. P.	
1	2	3	4	5	6	7	8

TOTAL :

Signature of Contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date :

Date :

Date :

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor :

in respect of Contract Agreement No.:

Date :

Sl. No.	Particulars	Unit	Quantity	Rate at which recoverable to be made Rs. P.	Amount recoverable Rs. P.	Amount recoverable upto previous bill Rs. P.	Balance now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8	9
1	Water Charges							
2	Electricity Charges							
3	Seignorage Charges							
4	Medical Charges							
5	Cost of empty gunny bags and empty containers not returned							
6								
7								
8								
9								
10								
TOTAL :								

Signature of Contractor

Date :

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

ANNEXURE D
DEVIATION STATEMENT

Contract Agreement No.:

Name of the Contractor :

Name of the work :

Date :

Sl.No.	Description	of	Unit	Quantity as per agreement	Quantity exacted	as	Quantity further anticipated	Total quantity anticipated on completion	Rate as per agreement Rs. P.
1			3	4		5	6	7	8
		2							

Rate as executed Rs. P.	Amount as agreement Rs. P.	per	Amount as executed Rs. P.	Amount further anticipated Rs. P.	Total amount anticipated on completion P. Rs.	Difference Excess Rs. P.	Savings Rs. P.	Reason for the deviation with authority if any
9	10		11	12	13	14	15	16

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER

(Correct particulars and answers to be recorded)

1. Name of the work :
2. Name of the Contractor :
3. Date of Commencement of the work :
4. Contract Agreement/ Work Order No. and date :
5. Reference to supplementary agreement no. :
6. Whether administrative approval and technical Sanction has been accorded by the competent Authority? If so, cite reference. :
7. Whether sanction of the competent authority And financial concurrence of the Accounts Department for award of the work has been Accorded ? If so, cite reference :
8. Whether the work has been completed in time? If not, whether penalty has been levied Or sanction of the competent authority for Extension of time granted and communicated to the Accounts Department with reasons for grant of extension ? (Due and actual date of completion of the work and reference to letter No. and date granting the extension of time Should be given). :
- 9(a) Whether the rates allowed in the bill have been checked with the contract agreement :
- 9(b) Whether the rates for extra/ supplemental items have been approved by the competent authority and the sanction communicated to the Accounts Department together with rate analysis ? If so, cite reference. :
10. Whether deviations have been approved by the competent authority ? If yes, give reference to the approval; if not, give reasons :
11. Whether the rates of recovery of stores issued to the contractor which are not provided for in the Contract Agreement have been settled in the consultation with Finance. :
12. Whether discrepancies pointed out by the Accounts Department in the stores statement have been reconciled and accepted by the Accounts Department. :

13. Whether materials issued to the contractor in excess of the theoretical requirements have been returned to the stores Department and the No. and date of such returned stores vouchers have been shown in stores statement ? If not, whether the cost of such excess material has been recovered at the prescribed rate ? Whether consumption statement in respect of materials chargeable to the bill? :
14. Whether consumption of materials shown has been technically checked by senior engineer? :
15. Whether materials issued and used in the work is not less than that required for consumption in work according to our specifications? If consumption is less, whether necessary recovery has been made in the bill? :
16. Whether measurements have been checked by the engineer and senior engineer to the extent required and certificates of check recorded in the measurement books? :
17. Whether contractor has signed the bill and the measurement books without reservations? If not, whether reasons have been intimated. :
18. Whether arithmetical calculation have been checked and certificate recorded in the measurement books by person other than the one who calculated initially. :
19. Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulars. :
20. Whether all advance payment on running accounts have been recovered. :
21. Whether all the recoveries due for services Given to the contractor like rent of accommodation, water charges etc.have been recovered and whether payments made by the company on behalf of the contractor have been adjusted? :
22. Whether the files containing abstracts from measurement books/standard measurement books have been completed/updated? :
23. Whether hire charges of tools & plant have been recovered and the statement of hire charges with full details attached? :

24. Whether the certificate of workmanship & completion of work according to specifications ,drawings etc. is recorded by engineer/senior engineer and whether recoveries have been made for defective works, if any? :
25. Whether the corrections in the bill/ measurement books etc. have been neatly made & attested & there are no over writings? :
26. Whether the final measurements have been taken as soon as possible after completion of the work and the certificate of completion issued? If not, whether reasons for delay have been recorded and communicated to Accounts? :
27. In respect of quantities reduced in the final bill as compared to the running payment, whether adequate reasons have been recorded and communicated to Accounts? :
28. Whether the expenditure has been classified correctly according to heads of account recorded in the sanctioned estimates? :
29. Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over the sanctioned estimate/ administrative approval? In case the excess is beyond the competency of the Senior Engineer, what action has been taken for obtaining the approval of the authority competent to sanction the excess? :
30. (a) If the contractor has furnished bank Guarantee in lieu of cash security deposit towards proper execution of works and guarantee against defects during the maintenance period, whether the period of currency of the bank guarantee covers the entire maintenance period? :
30. (b) If not, whether security deposit has been proposed to be recovered from the final bill? :
31. Whether all the previous audit objections raised on running account bills have been settled? If so, cite reference. :

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

Project Name :				Package Name :				Contract/ PO No.:			
Place of Inspection:				Proposed Date of Inspection & Duration:				Weekly/ OtherHoliday(s):			
								Nature Of Inspection Call :			
Manufacturer Details:				MDCC Request no.:- C-1550:M:068				Main Supplier Details :			
Name:				Name: M/s BHEL-ISG							
Address:				Address: Bharat Ratna Prof. CNR Rao Circle, Malleswaram, IISc Post BANGALORE - 560075							
Contact Person:				Contact Person:							
Ph.:				Email:				Ph.:			
Name of BHEL – ISG Interpreter:				Email:				Ph.:			
Sl. No.	Main Supplier Approved BBU Material Code	Item Description / Tests	Quantity			Unit	Insp. Cat. (*)	Vendor Approved BBU NO	Remarks		
			As in BBU	Already Inspected	Now Offered						
1.											
2.											
3.											
4.											
5.											
Date		Name		Designation							

L1 Schedule Tender ref. 77/19/6003/ANA dtd. 17.04.2019 Package: CHP/LHP/GHP Package Project: 1X660 MW Panki Thermal Power Station				
ID	Task Name	Duration (Months)	Start	Finish
S	CONVEYOR , WT and S/R PACKAGE	29	0	29
S1	Engineering	9	0	9
S2	Despatch & Receipt at site	14	6	22
S3	Mechanical equipment erection	11	14	24
S4	Electrical readiness	9	16	25
S5	Complete system readiness	15	14	29