

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

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	NTPC Limited NTPC BHawan, SCOPE COMplex, 7 Industrial Area Lodhi Road. New Delhi-110003
2.	Customer/Owner Order Ref No.	CS-6130-109-9-FC-NOA-6641 Dated 01.02.2018
Project Information:		
1.	Project Name	NCTPP, DADRI STAGE-II (2X490 MW)
2.	Site Location	25 KM from Gaziabad, Gautam Budh Nagar District, U.P.
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 Site Office, NCTPP Dadri STAGE-II, Vidyut Nagar Dist. Gautambudhnagar, U.P. BHEL Nodal Agency GSTIN for Uttar Pradesh state : 09AAACB4146P2ZC For Dadri, 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 despatched by road/ rail/ air/ Sea on freight prepaid and on door delivery basis. Consignee copy of LR to be sent with consignment.

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		Note: It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement.
7.	Insurance	Transit 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. Mithilesh Prasad, DGM (Commercial) BHEL-ISG Bangalore Email ID- mp@bhel.in Mob No-9449856892 Tel No- 080-22184098 Insurance as applicable for field work 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 :- Construction Power shall be provide two Number 415V feeders in LT switchgears. The Contractor shall extend supply from these Construction power feeders to meet the construction power requirements at the various locations included in the Contractor's scope through suitably rated Isolation Transformers along with LT distribution boards as per requirement. LT Packaged Sub-stations with isolation transformers may also be used for this purpose. Suitable metering arrangement along with associated Instrument transformers and Metering Cubicles meeting the DISCOM requirements shall be provided by the Contractor at each Construction power feeder, for the measurement of actual energy consumed by the Contractor. The charges only for the actual energy consumed by the Contractor shall be recovered by the BHEL based on prevalent rate of DISCOM. Supply, erection, testing and commissioning of all equipments as required for further distribution for meeting the construction power requirements shall be in the Contractor's scope. All necessary statutory requirements for charging construction power of Contractor's network shall be in the Contractor's scope. Construction power supply network is a temporary arrangement which shall be used during the project construction phase. To meet this requirement, the equipments may be arranged by Contractor either by shifting their existing equipments at other installation or by fresh

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		procurement, which may be taken back after commissioning of the project. Even though the Employer shall make all efforts to maintain a continuous supply of construction power, the same is not guaranteed and Employer shall not be responsible for any loss or delays which the contractor may suffer on this account. Also the Employer shall not entertain any claim for exemption/reduction of liquidated damages for delay in execution of the contract due to irregular power supply. Contractor shall arrange/provide necessary backup arrangement on his own for uninterrupted power supply. The Contractor shall maintain a minimum drawl power factor as per DISCOM regulations for their substations, and all such devices for maintaining power factor shall be under the scope of contractor. All temporary wiring must comply with local regulations and will be subject to Employer's inspection and approval before connection to supply. Power supply shall not be provided for use in labor and staff colony. b) Water:- Construction water shall be provided free of cost at one point.
12	Contract Schedule	Completion of facilities (supply + E&C), for entire scope of work, Within Thirteen (13) 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. 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	Operation & Maintenance	Operation & Maintenance (O&M) of LHP and GHP of FGD for a period of 10 years shall be in the vendor's scope as per technical enquiry specification. Commencement of O&M period will start after taking over of the plant by owner after completion of trial operation for 72 hours as per technical enquiry specification. O&M cost should be minimum @ 2% of total order value for supply and E&C portion in first year. Charges for O&M services for next 9 years will be @ 3% escalation per year from 2nd year onwards. (Example for calculation of price escalation : If price for O&M services for 1st year is X, then price for 2nd 3rd year shall be $X \times 1.03$ and $X \times 1.03 \times 1.03$ respectively. Similarly escalation goes up to 10 years). Payment for O&M charges will be paid in each year on monthly basis. The contractor's liability under the contract during the year of O&M period shall not exceed the amount payable to contractor in that particular year.
14	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

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	--	---

	COMPLETION	the 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.
15	Defect Liability Period	Eighteen (18) months from the date of Completion of the Facilities (or any part thereof) or twelve (12) months from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs.
16	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 like 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. The monthly price adjustment amount for the installation component of the Contract Price will be computed as per the formula given below :

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		Indian Rupee portion of the Installation Price: ER = ER1 - ERo ER1 will be computed as follows : $ER1 = ERo (F + 0.5 \times Lb \times L1 / Lo + 0.5 \times Lb \times W1 / Wo)$ Where : ER = Adjustment to Installation Price component expressed in Indian Rupees payable to the contractor for each billing. ER1 = Adjusted amount of Installation services component of Contract Price expressed in Indian Rupees payable to the Contractor. ERo = Value of the Erection work done in the billing period, which shall be calculated as under : For the purpose of computing ERo, each installation bill (which is excluding amount payable on completion of Guarantee Test) during the Installation period upto the 'Completion of the Facilities' shall be divided by a factor as indicated below : Installation component of the Contract Price – [Installation component of the Contract Price payable on successful completion of Guarantee Test]/ Installation component of the Contract Price The payment of price adjustment amount so computed shall be made against a separate invoice, linking the corresponding invoice for Installation payment after retaining the pro-rata amount due on completion of the Guarantee Test. The amounts so retained shall be paid on successful completion of Guarantee Tests. F = Fixed Price component = 0.15. Lb = Coefficient of labour (for all categories) content in the Indian Rupee Portion of the Installation Services = 0.85. L = One of the indices for Indian field labour index: All India Consumer Price Index for Industrial Workers (All India Monthly Average) as published by Labour Bureau., Simla, Government of India. W = Other index for Indian field labour index: Arithmetical average of Minimum Wages for Unskilled, Skilled, Semi-skilled and Highly skilled workers notified by the Central Government for the particular classified Area in which the project site is located or notified by the State Government of the state in which the project site is located, whichever is higher. Subscript 'o' refers to indices / minimum wages as on 30 days prior to deadline set for submission of the Price bids.
--	--	---

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		Subscript '1' refers to the indices / minimum wages as applicable for the month of execution of the erection work. In case there is a revision in the applicable minimum wages during a month, calculation of 'W1' would take into consideration the weighted average of the applicable wages (wage before revision and wage after revision) and the number of days of applicability of such wages in the month. Price Basis for Supply of Services like O&M (for both Indigenous & Foreign Bidder) : O&M cost should be minimum @ 2% of total order value for supply and E&C portion in first year. Charges for O&M services for next 9 years will be @ 3% escalation per year from 2nd year onwards (Example for calculation of price escalation : If price for O&M services for 1st year is X, then price for 2nd 3rd year shall be $X*1.03$ and $X*1.03*1.03$ respectively. Similarly escalation goes up to 10 years). 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. 17 of SCC. Type of Contract: Lumpsum/ Turnkey Package Clause 8.1 of General Commercial Terms & Condition of GCC (Rev-01) is not applicable to this tender/ contract. Foreign bidder shall have an Indian counter-part who shall be the importer of the equipment. The 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/ contractor shall include delivery of goods/ services at the destination (project site). The clause 3 of instruction to bidders of GCC, rev-01 shall be read as : The E&C charges for E&C portion should be at least 15% of the total contract price (excluding O&M Charges), failing which the 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.
17	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

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		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. 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. 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
--	--	---

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	--	---

		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 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 incommensurate 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
--	--	---

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		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.
18	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.
19	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, PG Test, Handing Over etc. c) A separate Work Order shall be issued for O&M portion.
20	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. For Supply of Goods (Main Supply): A.1. i) Three Percent (3%) of the basic price for supply of plant & equipment against submission of basic/ detail Engineering drawings/ documents on pro-rata basis against submission of equivalent amount of Bank Guarantee as per BHEL format (Annexure-V). The pro rata payment shall be as per the list of drawings enclosed under Appendix-A (Rev-01) and the weightage indicated against each drawing/ document thereon. A.1.ii) Two Percent (2%) of the basic price for supply of plant & equipment against placement of Purchase Orders for bought out items (BOI) duly accepted by sub-vendors on pro-rata basis against submission of equivalent amount of Bank Guarantee as per BHEL format (Annexure-V). The pro rata payment shall be as per the list of Purchase Orders for bought out items enclosed under Appendix-B and the weightage indicated against each Purchase Order 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. The amount of this BG can be reduced upon completion of supplies of equivalent billing value as per the approved BBU. Vendor can also chose to submit a single BG for the entire 5% value mentioned above. A.2) Eighty percent (80%) 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 on pro-rata basis. A.3) Five percent (5%) 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.

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		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 Ex-works Price Component of the contract price on Completion of the Facilities including all associated auxiliaries and ancillary works of entire LHP & GHP System Package and issue of Completion Certificate by the Project/Resident Manager. A.5) Five Percent (5%) of Ex-works price component of the Contract price on successful completion of Guarantee Tests of entire LHP & GHP System Package and issuance of Operational Acceptance Certificate by the Project/Resident Manager. B. <u>For supply of Services (E&C, PG Test, Handing over etc.):</u> - Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be payable on submission of protocols, duly signed by BHEL Site/Owner. - Ten percent (10%) of the total value shall be payable on successful trial operation of the complete system/package for the entire scope of work. - Ten percent (10%) of the total value shall be released by BHEL-ISG, HQ on successful completion of PG/ Demonstration test(s) and handing over of system/ package to the Owner, as applicable. C. <u>For O&M services:</u> 100% payment with taxes shall be paid pro-rata in each year on monthly basis against satisfactory service support and working of the system on certification of the invoice by BHEL site/NTPC representative. Note : The Bank Guarantee of equivalent amount of O&M charges for 10 years shall be submitted within 10 days from the date of Letter of Intent (LOI). The initial validity of this BG shall be at least 36 months plus additional three months claim period and further extended till completion of ten (10) years O&M services. The amount of this BG can be reduced by equivalent amount of O&M charge for each year upon completion of that year. (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. Clause no. 9.1, 9.2, 9.3, 9.4, 9.5, note 5 & 7 of clause no. 9.6, 9.12 of General Commercial Terms & Conditions of GCC (Rev-01) are not applicable for this tender/ contract. Payment through LC is applicable only for foreign bidders and for the foreign (currency) portion only. Charges of LC opening, operation, maintenance, amendments (if any) shall be to the bidder's account. Purchaser shall arrange LC on usance 45 days which is equivalent to normal credit period for all bidders in line with the GCC (Rev-01). TDS shall be as per Indian IT act.
--	--	---

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		For Foreign bidders, the payment shall be regulated as per TT selling rate of State Bank of India prevailing on date of bill of lading (B/L), 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 tender opening (Part-I bid in case of two part bid). For Foreign bidders, the payment for E&C services and inland freight shall be in INR.
21	Mobilization advance/ interest bearing recoverable advance	Not applicable for this tender/ contract.
22	Price Variation/ Over run compensation/ rate revision	PVC/ORC for supply not applicable for this tender/ contract. PVC for E&C shall be as per clause no. 16 of SCC. For O&M services, escalation shall be as per clause no. 13 of SCC. ORC shall not be applicable for E&C and O&M services. No interest, whatsoever, shall be payable by the purchase on the any Bank Guarantee/ security submitted or any amount due to the seller/ contractor.
23	Quantity variation	As per Clause 6.0 of General Commercial Terms & Conditions of GCC (Rev-01).
24	Liquidated damages 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). Para 2 of Cl. No. 16.2.1 of General Commercial Terms & Conditions of GCC (Rev-01)- "For Turnkey packages will not be withheld from supply payment." Shall be read as: "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 Supply and/or E&C completion of the package is delayed beyond the contractual completion date or extension thereof. No LD shall be withheld, if there is delay only in supply, but the entire scope of work is completed on time, including time extensions for which delay is not attributable to bidder." Liquidated Damages for each day of delay in successful Completion of Facilities for each Unit under the Contract as per the scope of work of the Contractor : Rs. 1,15,451/-. The total amount of liquidated damages for delay under the contract will be subject to a maximum of five percent (5%) of the total Contract Price. Note Sl. No. 1, 3 of clause no. 16.2.1 of General Commercial Terms & Conditions of GCC

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		(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%'.
25	Loading Criteria for Power Consumption	If the bidder indicates value higher than the limiting values of each flow path that indicated in annexure-I to SCC, loading shall apply at the rate of Rs. 1,97,080/KW for the difference in KW figures separately and independently for individual path given as limiting value in annexure-I (path 1 & path 2) to SCC and those quoted by the bidder as per Annexure-I to SCC path wise (path 1 & path 2) as total power consumption. The loading shall apply for the purpose of Price Comparison only. Acceptable Shortfall Limit with LD for guaranteed auxiliary power beyond shall be (+) 1% of limiting value of guaranteed auxiliary power.
26	Liquidated Damages shortfall Guaranteed Performance	a) If the performance test results during the 'Performance guarantee Tests' deviate from the guaranteed values as quoted by vendor in Annexure-I to SCC, the vendor shall correct the equipment at his own expense and repeat the performance tests within a reasonable period of time to be mutually agreed between BHEL and Vendor. b) In case of un-remedied shortfall in the guaranteed values of power consumption for individual path as mentioned by the vendor in Annexure-I to SCC the vendor shall be liable to pay BHEL by way of LD for performance shortfall for each path (separately and independently) of Annexure-I to SCC as stipulated below. In case the specified performance guarantee(s) are still not met as quoted by vendor in Annexure-I to SCC but are achieved within the Acceptable Shortfall Limit as specified for each path (separately and independently) in Annexure-I to SCC, BHEL will accept the equipment/system after levying liquidated damages as per clause no. 26 of SCC. However, if, the demonstrated performance guarantee(s) continue to be beyond the stipulated Acceptable Shortfall Limit, even after the above modifications/replacements within ninety (90) days or a reasonable period allowed by the BHEL/customer, after the tests have been completed, the BHEL will have the right to either of the following : Reject the equipment/system and recover from the Contractor. OR Accept the equipment/system after levying liquidated damages for each path (separately and independently) as per clause no. 26 of SCC. The liquidated damages shall be pro-rated for the fractional parts of the deficiencies. <u>Liquidated Damages for shortfall in Guaranteed Performance :</u> i) Shortfall auxiliary power consumption: Rs. 1,97,080/- for every 1 KW increase in auxiliary power consumption. ii) Shortfall in availability of LHP & GHP in percentage points under conditions stipulated in clause no. 29.A of SCC: Rs. 2,799,000/- for every 1% shortfall in availability from the guaranteed value for one year and applicable for first five years. Acceptable shortfall limit with LD shall be (-)5% point from the guaranteed availability.

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

27	Liquidated Damages for shortfall in Capacity	In case during performance guarantee test(s) it is found that the equipment/ system has failed to meet the guarantees, the 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. In case the specified performance guarantee(s) are still not met even after the above modifications/replacements within ninety (90) days or a reasonable period allowed by the BHEL/Customer, after the tests have been completed, the BHEL will have the right to either of the following: Reject the equipment /system and recover from the Contractor. OR Accept the equipment/system after assessing the deficiency in respect of the various ratings, performance parameters and capabilities and recover from the contract price an amount equivalent to the damages as determined by the BHEL. Such damages shall, however be limited to the cost of replacement of the equipment(s)/system(s), replacement of which shall remove the deficiency so as to achieve the guaranteed performance.
28	Maximum deduction for LD for shortfall in Guaranteed Performance & for shortfall in Capacity	Vendors aggregate liability towards LD for shortfall in Guaranteed Performance as mentioned at clause no. 26 of this SCC and shortfall in capacity as mentioned at clause no. 27 of this SCC, shall not exceed 25% of the Total Contract Price (for supply and E&C portion). Such amount shall be recoverable by operating the PBG of the vendor and/or deduction from the contract price for supply and E&C portion, excluding taxes, duties & freight charges.
29	Availability of LHP & GHP	The Contractor shall guarantee the maximum availability of LHP & GHP on yearly basis for the range of coal and limestone specified in line with the requirements stipulated as below : <u>Method Of Computing Availability :</u> A) The Contractor shall guarantee 95% availability of LHP & GHP for a year during O&M phase. An availability guarantee test shall be conducted each year during the plant O&M upto ten years as per the procedure indicated below. Availability 'A' in % : $A = (T_c / T_k) \times 100\%$ T_c – recorded time of LHP & GHP operation, expressed in hours, T_k – recorded time of Boiler operation, expressed in hours, However, following shall be considered: (i) In order to calculate the LHP & GHP availability, operation hours will be counted except boiler start-ups when the operation hours counting will start on the moment of shut down of all oil burners.

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		(ii) LHP & GHP may be required to be taken out of service as a result of the Employer's (customer) decision OR due to non-availability of items to be provided by the Employer (e.g. Limestone, power, etc.). In such instances, this duration will be considered as LHP & GHP operation time. (iii) Boiler operation hours will be counted based on the recorded boiler operation hours and the recorded data will be made available to the Contractor by the Employer. If the calculated availability after availability guarantee test for a year is lower than the guaranteed value, the Contractor will undertake actions as per clause no. 26 of SCC to achieve the guaranteed availability. B) The Contractor shall guarantee 98 % availability of LHP & GHP for a continuous period of 120 days. An availability guarantee test shall be conducted to assure this level of availability for a period of 240 days as per the procedure indicated below. Availability 'A' in % : $A = (T_c / T_k) \times 100\%$ T_c – recorded time of LHP & GHP operation, expressed in hours, T_k – recorded time of Boiler operation, expressed in hours, However, following shall be considered: (i) In order to calculate the LHP & GHP availability, operation hours will be counted except boiler start-ups when the operation hours counting will start on the moment of shut down of all oil burners. (ii) LHP & GHP may be required to be taken out of service as a result of the Employer's (customer) decision OR due to non-availability of items to be provided by the Employer (e.g. Limestone, power, etc.). In such instances, this duration will be considered as LHP & GHP operation time. (iii) Boiler operation hours will be counted based on the recorded boiler operation hours and the recorded data will be made available to the Contractor by the Employer. If the calculated availability after 120 days availability test is lower than the guaranteed value, the Contractor will undertake actions as per clause no. 27 of SCC to achieve the guaranteed availability.
30	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 31 months + 3 months claim period, later extended to cover the entire Defect

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		Liability Period, two months before its expiry”. Note: The Bank Guarantee to be provided in the hard and not in the SFMS format”. Our bank detail is as follows: Name of Site/division: BHEL ISG Name of Bank: ICICI BANK LIMITED Branch Address: ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025 Phone No. of the Bank: 022-28308110 Branch Code: 0002 Branch IFSC Code: 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.
31	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

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	--	---

		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).
32	Inspection & Inspection Agency	a) QAP shall be submitted by the Bidder for approval by BHEL/NTPC. 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) Penalty for items not ready after inspection call / failure during inspection: The expenses incurred by Customer / BHEL for travel, stay etc. shall be recovered from the vendor's bills. 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.
33	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 (i.e. NTPC/Owner's consultant) is the responsibility of vendor. However, BHEL shall assist the vendor in getting the approvals.
34	Final Drawings / Documents submission	6 hardcopies sets Final Drawing / Documents along with O&M Manual or any other docs as applicable to be submitted along with 6 CD containing above docs shall be submitted by Vendor.
35	Approval of Sub-vendors	The supplier shall supply the materials from BHEL/ NTPC approved vendors only as specified as per Technical Enquiry Specification no. IS-1-17-2004/001 dtd. 18.02.2018.
36	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.
37	ENTRY TAX	Entry tax is not a liability of the vendor/ contractor. 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.
38	ECS PAYMENT	Payment will be made by ECS 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., SERVICE TAX NO., TIN NO., E-MAIL ID. Vendor shall also submit a cancelled cheque along with the first bill.
39	BILLS SUBMISSION	As per clause 9.7.6 of General Commercial Terms & Conditions of GCC (Rev-01).
40	Dispatch Documents	Supplier shall provide the following documents to BHEL-ISG in 4 sets :

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

	Required (to be furnished by Vendor) R1	For claiming payment under clause no. 20 of SCC : A) For Supply of goods (Main Supply) – 1st 3% 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 submission of drawings. iv) Bank Guarantee as per Terms of Payment B) For Supply of goods (Main Supply) – 2nd 2% 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 submission of POs for BOIs. iv) Bank Guarantee as per Terms of Payment C) For Supply of goods (Main Supply) – 3rd 80% payment i) Original GST Invoice- Original for Buyer- for Indigenous bidder ii) Original Bill of Lading- for Foreign Bidder iii) Copy of clean receipted LR/ Courier Receipt LR/ GR/ RR etc. (as applicable) iv) Copy of Packing List/ Delivery Challan- clearly showing number of packages, gross weight and net weight etc. v) Copy of E-Way Bill (if applicable) vi) 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 5% 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) Certificate for Completion of the Facilities including all associated auxiliaries and ancillary works of entire LHP & GHP System Package and issue of Completion Certificate by BHEL and/ or customer. F) For Supply of goods (Main Supply) – 6th 5% payment i) Supplementary/ Commercial Invoice – Original ii) Certificate for successful completion of Guarantee Tests of entire LHP & GHP System Package and issuance of Operational Acceptance Certificate by BHEL and/ or customer. G) For claiming payment for E&C and O&M : For claiming payments for E&C services and O&M, 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
--	---	---

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		Additional two sets of photocopy of all the documents (of respective bills) shall be submitted along with each bill. 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. 17 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.
41	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.
42	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

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		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. 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 reproduction/ 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.
43	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.
44	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/

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		Contractor shall be worked out as follows : Risk and Cost against Balance Work: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, 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.
45	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) /

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		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 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.
46	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

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

		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). Also, kindly note that all MSE bidders to declare UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits to MSMEs as per Public Procurement Policy for MSEs Order, 2012 for tenders invited electronically through CPPP.
47	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, 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

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

48	Fraud prevention policy	at www.bhel.com under “supplier registration page”. 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.
49	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. 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. Details of IEM for this tender is furnished below: Name: Shri D.R.S Chaudhary, IAS (Retd.) Address: E-1/164, Arera Colony, Bhopal -462016 Email: dilip.chaudhary@icloud.com b) 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: Name: Anand Aman, Dy. Manager Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Phone: 080-22184134, Mob : 8197629426 Email: ana@bhel.in Fax: 080-23562713
50	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) Special Conditions of Contract (SCC) d) Price Bid Format e) Technical specification & scope of work f) General Conditions of Contract (GCC)

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

51	Other terms & Conditions	As per General Conditions of Contract (GCC), Rev 01.
52	Others	Annexure-X of GCC (Rev 01) is not applicable. Please refer Annexure-VI to this SCC for list of consortium Banks.

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

Annexure-I to SCC for LHP and GHP of FGD for NCTPP Dadri Stage - II (2 X 490 MW)

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 us 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. 21** of the Special Conditions of Contract (of this tender/ contract) or reject the equipment/system and recover the payments already made.

1. Flow Path-1 :

Lime stone unloading, conveying, crushing , storage & reclaiming system (Single stream) except Lighting, Hoists, sampling unit, Sump Pumps, Elevators, DE, Ventilation, SW System, Potable water system - for road unloading system. Duty factor for this system to be considered as 0.15. Accordingly, Pu for the same shall be duty factor x power consumption.

&

Gypsum conveying system (Single Stream) except Lighting, Hoists, sampling unit, Sump Pumps, Elevators, DE, Ventilation, SW System, Potable water system. Duty factor for this system to be considered as 1. Accordingly, Pu for the same shall be duty factor x power consumption.

2. Flow Path-2 :

Lime stone conveying (starting from feed point from existing Coal Handling Plant), crushing, storage & reclaiming system (Single stream) except Lighting, Hoists, sampling unit, Sump Pumps, Elevators, DE, Ventilation, SW System, Potable water system - for Indian Railway's unloading system. Duty factor for this system, from feed point from existing Coal Handling Plant up to crushed lime stone storage shed/silo, to be considered as 0.05 and from lime stone crushed storage shed/silo to lime stone bunker, duty factor to be considered as 0.15.

&

Gypsum conveying system (Single Stream) except Lighting, Hoists, sampling unit, Sump Pumps, Elevators, DE, Ventilation, SW System, Potable water system. Duty factor for this system to be considered as 1. Accordingly, Pu for the same shall be duty factor x power consumption.

GUARANTEED POWER CONSUMPTION :

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

Guaranteed Power Consumption for Path -1 = _____(KW)

Guaranteed Power Consumption for Path -2 = _____(KW)

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	--

Limiting Value :

The highest value out of flow path-I & flow path-2 shall be 319kW considering the above conditions.

Un- remedied short fall in power consumption = Actual achieved - As guaranteed above.

Acceptable Shortfall Limit with LD for guaranteed auxiliary power beyond shall be (+) 1% of limiting value of guaranteed auxiliary power.

Note :

a) The bidder shall furnish a list of equipment to be covered under auxiliary power consumption, which shall be subject to Employer's approval.

b) The equipment listed above for calculating auxiliary power consumption are indicative. Any other equipment required for continuous operation of the system shall also be considered for calculation of auxiliary power consumption.

Loading shall apply at the rate of Rs. 1,97,080/KW for Dadri Stage - II for evaluation purpose.

Signature of authorized signatory
with Company Seal

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

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

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

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 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

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

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

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

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 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 _____ 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

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

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.

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

	BHEL INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01 Enquiry No : 77/18/6001ANA dtd. 07.04.2018	NCTPP Dadri Stage - II (2 X 490 MW) LHP and GHP of FGD Package
--	--	---	---

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

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.		Rs. P.	
		I		II	
		Rs. P.		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:				
Less Deductions:	Rs.		Debit	Credit	
Net Amount Payable	Rs.	Ledger Head	Gross amount	Deductions	
(Rupees.....only)			Rs. P.	Rs. P.	
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 Memorendum 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 check measured to the prescribed extent by Shri _____ (Name and Designation) at site and also by the undersigned and the relevant entries have been initialed 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] Rs. P.	Credit [Deductions] 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 exacuted	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		Reason for the deviation with authority if any
						Excess Rs. P.	Savings Rs. P.	
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: