
	BHEL – INDUSTRIAL SYSTEMS GROUP (ISG)	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00 Enquiry No : 77/21/6098/RRC dtd. 24/12/2021	1X660 MW PANKI THERMAL POWER STATION ASH HANDLING SYSTEM MAIN PACKAGE
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These conditions shall be read in conjunction with General Condition of Contract (GCC Rev 01) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC Rev 01.

Customer/ Owner's Information:		
1.	Name of the Customer/ Owner and address	UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED, LUCKNOW
2.	Customer/Owner Order Ref No.	48/PPMM/SE-IV/Panki Extn. Dtd. 31.03.2018


1.	ITEM WORK DESCRIPTION	ASH HANDLING SYSTEM MAIN PACKAGE
2.	Type of Package	Supply and E&C -Turnkey Package
3.	PROJECT NAME	1X660 MW Panki Thermal Power Station
4.	SITE LOCATION	Panki, 16 km from Kanpur, Kanpur District, U.P., Pin – 208020
5.	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
6.	Place of Supply and Delivery in case of Services /E&C	In case of Packages wherein Services like E&C, Supervision are part of contract, place of supply and delivery shall be as follows : Resident Manager / BHEL-ISG, BHEL-ISG Site Office, Panki Thermal Power Station, Dist. Kanpur, U.P. BHEL Nodal Agency GSTIN for Uttar Pradesh state : 09AAACB4146P2ZC For Panki, GSTIN of Uttar Pradesh state Nodal Unit to be mentioned on the Tax Invoice.

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7.	Paying Authority	Paying authority in all cases will be BHEL ISG Bengaluru (GSTIN: 29AAACB4146P1ZB) only.
8.	BHEL-ISG PAN	AAACB4146P
9.	Mode of Dispatch	<p>Equipment to be dispatched by road/ rail/ air/ Sea on freight prepaid and on door delivery basis. Consignee copy of LR to be sent with consignment.</p> <p>Note: It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement.</p>
10.	Insurance	<p>Transit cum Storage and E&C Insurance - In BHEL Scope.</p> <p>Minimum admissible value against Erection is Rs. 500000/-.</p> <p>Minimum admissible value against testing during commissioning is Rs. 1500000/-.</p> <p>Minimum admissible value against Fire is Rs. 1500000/-.</p> <p>Minimum admissible value against storage is Rs. 500000/-.</p> <p>In case of damage / loss / theft of goods at any stage starting from "in transit" till "final handing over to BHEL", the seller will support Purchaser (BHEL) for lodging claim with insurance company. Registering FIR with police department (as applicable). FIR / Insurance claims are to be lodged by the seller within 15 days of the notice of such incidence Responsibility of completing all formalities with Police department & Insurance surveyor will be with seller.</p> <p>In case the claim is not honored by the insurance company for the lapses of seller, seller to arrange for repair / replacement of such items without any cost implication to BHEL.</p> <p>In case the claim is proved and accepted by insurance company, and is on account of no lapses from seller, then BHEL will issue separate order to seller for the repair / replacements and seller shall make good of the damages / losses of goods supplied by them. against separate order from purchaser and necessary documents are to be furnished to BHEL for making payment.</p> <p>In any case bidder will make good the damage/ loss on BHEL instructions.</p> <p>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 :</p> <p>a) BHEL Site office (Address same as Place of Delivery)</p> <p>b) BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore-560 012</p> <p>Contact Details :</p>

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		<p>Mr. Hemant Kumar, Sr Engineer (Commercial)</p> <p>BHEL-ISG Bangalore</p> <p>Email ID- hem@bhel.in</p> <p>Tel No- 080-22184549</p> <p>Insurance as applicable for fieldwork such as third party liability, workmen compensation, Seller/Contractor's own Tools & Plants and automobile shall be arranged by the Seller/ Contractor.</p>
11.	Unloading at Site	In the scope of Vendor.
12.	Storage at Site	In the scope of Vendor.
13.	Movement of Material Within Site	In the scope of Vendor.
14.	Provision of Facilities at Site : (Applicable for Turnkey Packages)	<p>a) Electricity:- Complete construction power requirement will be available on chargeable basis based on vendor's share of actual power consumption as certified by BHEL Resident Manager based on prevailing commercial rates of DISCOM.</p> <p>b) Water:- The Contractor will make his own arrangement for supply of water for construction purpose without any cost implication to the owner. Contractor shall also make all arrangements himself for the supply of potable water for labour and other personnel at the worksite.</p>
15.	Contract Schedule	<p>Completion of facilities (Supply + E&C), for entire scope of work, within Twelve (14) months from the date of Letter of Intent (LOI).</p> <p>Details as per annexure – II of SCC.</p> <p>Note : Vendor shall submit the detailed L2 schedule for completion of entire scope of work, in line with the L1 schedule enclosed. Vendor has to strictly follow L1 and L2 schedule. The detailed L2 schedule shall cover details like basic engineering, detailed engineering, manufacturing, inspection & supply, erection, testing & commissioning etc. and shall be submitted by vendor within 15 days from the date of Letter of Intent (LOI). The L2 schedule shall be reviewed by BHEL and shall be mutually agreed. Vendor to strictly adhere to the mutually agreed L2 schedule. In case of non-compliance to the agreed schedules/ milestones, then it would be presumed that vendor/ contractor is not fulfilling contractual obligations. In such cases, BHEL reserves the right to take suitable actions like operating "Risk & Cost" clause.</p>

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16.	EXTENSION OF TIME FOR COMPLETION	<p>a) If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the successful bidder shall request for extension of the contract and BHEL at its discretion may extend the contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
17.	Defect Liability Period	<p>The Defect Liability Period shall be 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. Completion of facilities/Operational acceptance of the facilities:As per scope defined in this tender, certification by BHEL-RM</p> <p>At the end of the Defect Liability Period, the contractor liability ceases except for latent defects. The contractor's liability for latent defects warranty shall be limited to a period of five (5) years from the end of Defect Liability Period. For the purpose of the this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period</p>

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18.	Price Basis	<p>Price Basis for Supply of goods and Services for E&C : FOR Site inclusive of packing & forwarding charges, freight charges, any other taxes & duties except Goods & Service Tax (GST)</p> <p>The Contract Price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour, and material components etc. in accordance with the provisions specified in annexure – III of SCC.</p> <p>Ex-Works Price of Plant and Equipments [excluding Mandatory Spares manufactured within the Employer’s Country and Type Tests Charges] and Installation Price Component of Contract Price,(Excluding O&M charges) subject to a ceiling of (+/-) 20% of the said price component for supply,erection, testing and commissioning.</p> <p>Prices for mandatory spares, type test charges and Freight shall be firm, valid till completion of contract.</p> <p>(Any change in list of items shall be intimated by vendor prior to procurement. However, for imports beyond the CIF content value mentioned in the tender all import implications like applicable Basic Customs Duty, Education cess, antidumping duty, safeguard duty etc. shall be included in the basic price.)</p> <p>The total charges for services {like E&C charges, O&M charges } should be at least 15% of the total contract price (supply and services) excluding GST. O&M charges should be at least 0.5% of the total contract price excluding GST. Failing to the above, break-up of prices shall be adjusted accordingly for ordering.</p> <p>BBU Weightage (in percentage) broadly classified in sub groups of Sl. No. 1.1 of Price Format and same shall be followed during execution stage. Bidder to refer Annexure-13 of technical specifications for complete details.</p>
19.	TAXES & DUTIES	<p>All taxes, excluding GST, but including charges, royalties, any state or central levies and other taxes for supply of materials and execution of the contract shall be borne by the bidder and the same shall be included in the basic price quoted by the bidder. Variation in all such taxes & duties, which are included in the basic price, at any stage during execution of the contract, including extension of the contract, shall have to be borne by the bidder.</p> <p>GST as applicable shall be payable extra at actual against submission of original GST invoice along with online remittance proof. Terms & Conditions of GST shall be as per Annexure-VII enclosed in SCC</p> <p>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.</p>

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	<p>All bidders/ vendors to note that this project is a NON Mega Power Project. However, Essentiality certificate shall be issued by UPRVUNL (Customer/ Owner) for availing concessional custom duty under project Import Regulations.</p> <p>Essentiality certificate shall be issued by UPRVUNL through BHEL for the items to be imported by the vendor for availing concessional duty.</p> <p>The bidder has to indicate in their offer, the import contents (if any) for the package i.e. list of items along with qty., currency of import, country of import & CIF value. This shall be indicated in the Price Bid of the bidder. In case CIF content is not indicated in the Price Bid, essentiality certificate shall not be issued by BHEL. Un-Priced copy of the list of items along with the currency considered in the CIF content shall be submitted along with the Part-1 bid.</p> <p>The maximum available CIF content is INR 6, 00, 00,000/-. List of import items, country of import and currency of import to be provided along with offer. Equivalent Foreign currency arrived at for the CIF amount quoted by applying exchange rate as TT selling rate published by the state bank of India prevailing on date of bill of lading shall be considered</p> <p>Any further increase in CIF at a later date by BHEL, also requires vendor parting the difference concessional and merit rate of CD;</p> <p>For imports beyond the above mentioned maximum CIF content, all import implications like applicable Basic Customs Duty, Education cess, anti-dumping duty, safeguard duty etc. shall be included in the basic price.</p> <p>However if BHEL receives Essentiality certificate from customer beyond this rate at later date, bidder should pass on the difference.</p> <p>It is the sole responsibility of the bidder to clearly examine/ understand the benefits available for the Project under Deemed Export Project. Hence, the bidders must examine the same before submission of their offer.</p> <p>Clause No. 4.1, 4.2, 4.3 of General Commercial Terms & Conditions of GCC (Rev-01) are not applicable to this tender/ contract.</p> <p>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</p>
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		<p>any, introduced at a later date. The benefits shall be passed on in terms of commensurate reduction in the basic price.</p> <p>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.</p> <p>Bidder to refer Annexure-VII of SCC for terms and condition of GST</p>
20.	CUSTOM CLEARANCE	<p>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.</p>
21.	Ordering Methodology	<p>The order for the total scope shall be placed as below:</p> <p>a) Purchase Order shall be issued for Design, engineering and supply of goods.</p> <p>b) Work Order shall be issued for supply of services like E&C, O&M, PG Test, Handing Over etc.</p>
22.	Payment terms	<p>As per clause no. 9.0 of General Commercial Terms & Conditions of GCC (Rev-01).</p> <p>The Terms of payment shall be as under:</p> <p>A. For Supply of Goods (Main Supply):</p> <p>A.1.(i) Two & half Percent (2.5%) of the basic price for supply of plant & equipment against submission of basic/ detail Engineering drawings/ documents on prorata basis against submission of Bank Guarantee of an equivalent amount as per BHEL format .The pro rata payment shall be as per the list of drawings enclosed under Annexure-5(MDL) and the weightage indicated against each drawing/ document thereon.</p> <p>A.1.(ii) Two & half Percent (2.5%) of the basic price for supply of plant & equipment against customer approval (CAT-I)/approved as noted by customer (CAT-II) of basic/ detail Engineering drawings/ documents on pro-rata basis against submission of Bank Guarantee of an equivalent amount as per BHEL format.The pro rata payment shall be as per the list of drawings enclosed under Annexure-5(MDL) and the weightage indicated against each drawing/ document thereon.</p> <p>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</p>

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		<p>shall be at least 12 months from the date of issue plus additional three months claim period and further extended till completion of supplies. Vendor can also chose to submit a single BG for the entire 5% value mentioned above. The bidder can submit the reduced value of above-mentioned BGs for the balance portion as per the approved BBU during the extension of the BGs. Further, these BG can also be returned against recovery of unadjusted amount by BHEL from vendor's bill. In case the above activity linked payments mentioned at Sl.No.A.1 (i) &(ii) are not claimed by the bidder, the 5% payment shall be payable on pro rata basis along with supply payment as mentioned in Sl.No.A.(2) below. Under this condition, bank guarantee for equivalent amount stated in Sl.No.A.1 (i) &(ii) will not be required to be submitted.</p> <p>A.2) Seventy percent (70%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes & freight (as applicable), shall be paid against clean receipted LR/ proof of receipt at site on pro-rata basis.</p> <p>A.3) Fifteen percent (15%) of basic price of materials supplied will be released on prorata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser.</p> <p>Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor.</p> <p>A.4) Five Percent (5%) of total basic price of materials (main supply) will be released against successful completion of Trial Operation of complete AHP Package subject to completion of all supplies (Main Supply) as per the approved Billing Schedule. However, BHEL reserves the right to further split the payment terms system/Sub-system wise for progress of the project.</p> <p>A.5) Five Percent (5%) of the total basic price of materials (main supply) shall be released after submission of all final documents as per Technical Specifications and successful completion of the Performance Guarantee (PG)/ Demonstration Test at site/ handing over of the complete AHP Package (i.e. completion of entire scope of work- Supply + E&C).</p> <p>If the PG test is not conducted up to 12 months from the date of Trial Operation of entire system and completion of all supplies (main supply) as per the approved Billing Schedule, the last 5% payment will be released against Bank Guarantee of an equivalent amount, valid initially for 12 months and extendable till completion of Performance Guarantee (PG)/ Demonstration Test at site/ handing</p>
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		<p>over of the complete AHP Package (i.e. completion of entire scope of work- Supply + E&C).</p> <p>A.6) Type test charges: 100% payment with taxes shall be paid on pro-rata basis against certification by BHEL</p> <p>B. <u>For Supply of Goods (Commissioning/Mandatory Spares):</u></p> <ul style="list-style-type: none"> i. Seventy five percent (75%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable) and 100% freight charges (as applicable), shall be payable against clean receipted LR on pro-rata basis. ii. Twenty five percent (25%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser. <p>C. <u>For supply of Services (E&C, PG Test, Handing over etc.):</u></p> <ul style="list-style-type: none"> i. 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. ii. Ten percent (10%) of the total value shall be payable on pro-rata basis against commissioning of respective items as per the approved Billing Schedule on certification from project site engineer of Owner/ Purchaser. However, BHEL reserves the right to further split the payment terms system/Sub-system wise for progress of the project. iii. Five percent (5%) of the total value shall be payable on successful completion of trial operation of the complete system/package for the entire scope of work. However, BHEL reserves the right to further split the payment terms system/Subsystem wise for progress of the project. iv. Five percent (5%) 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. <p>D. <u>For O&M services:</u> 100% payment with taxes shall be paid pro-rata basis against certification by BHEL.</p> <p>(Copy of site certification / RAB for having completed the work shall be submitted by bidder at the time of claiming erection & commissioning payments.</p>
23.	Mobilization advance/ interest bearing recoverable advance	Not applicable for this tender/ contract.
24.	Price Variation/ Overrun	<p>ORC for supply not applicable for this tender/ contract.</p> <p>PVC for supply and E&C shall be as per annexure – III of SCC .</p>

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	compensation/ rate revision	<p>PVC shall not be applicable for O&M services.</p> <p>ORC shall not be applicable for E&C, training charges 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.</p> <p>Vendor to note that Clause no. 4.1, 4.2, 4.3, 4.4 & 4.5 of GCC Rev-01 is not applicable</p>
25.	Quantity variation	<p>Not Applicable.</p> <p>Clause 6.0 of General Commercial Terms & Conditions of GCC (Rev.01) is not applicable to this tender/ contract.</p>
26.	Liquidated damages (LD) for delay in completion	<p>As per clause 16.0 of General Commercial Terms & Conditions of GCC (Rev-01).</p> <p>Type of contract for LD Purpose: Turnkey Package</p> <p>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).</p> <p>Cl. No. 16.2.1 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as:</p> <p>"Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of Penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of five (5) percent of the total contract price excluding Goods & Service Tax (GST), if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract.</p> <p>For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if completion of the entire package is delayed beyond the contractual completion date or extension thereof (provided delay in completion is not attributable to the vendor/ contractor)."</p> <p>Note Sl. No. 1, 3 of clause no. 16.2.1 of General Commercial Terms & Conditions of GCC (Rev-01) is not applicable for this tender/ contract.</p> <p>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%'.</p>
27.	Liquidated damages for shortfall in	<p>a) Should the results of the performance Guarantee tests as stipulated in the specifications show that the equipment have failed to meet the guaranteed capacity performance requirements, the vendor/ contractor</p>

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<p>auxiliary power consumption and</p> <p>Guaranteed Performance Parameters</p>	<p>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.</p> <p>For auxiliary power consumption, the guaranteed values shall be as per Annexure-I to this SCC.</p> <p>b) In case of un-remedied shortfall in auxiliary power consumption as mentioned in Annexure-I to SCC i.e. limiting value of auxiliary power (2691 KW) given by BHEL, the vendor shall be liable to pay BHEL by way of Liquidated damages for performance shortfall for path as defined in Annexure-I to SCC as stipulated below:</p> <p>Liquidated damages for shortfall in auxiliary power consumption: INR 5,84,000 or equivalent foreign currency per 1 KW increase in Auxiliary Power Consumption.</p> <p>(LD for shortfall in auxiliary power consumption as per SCC shall be applicable in case of un-remedied shortfall in total auxiliary power consumption as specified in the tender)</p> <p>c) Acceptable Shortfall Limit with LD for actual auxiliary power consumption beyond guarantee value shall be (+) 1% of limiting value of guaranteed auxiliary power.</p> <p>d) In case the vendor/ contractor does not fulfil the guaranteed parameters, Purchaser may undertake to rectify the system/ equipment and expenditure incurred along with any other incidentals shall be recovered from the vendor/ contractor.</p> <p>e) Maximum deduction for Liquidated damages for shortfall in Guaranteed Performance : The Total amount of Liquidated damages for shortfall in Guaranteed Performance under the Contracts will be subject to a Maximum of 25% of the total Order Value (for supply of goods + services), excluding taxes, duties & freight charges. Vendors aggregate liability towards Liquidated damages for shortfall in Guaranteed Performance under the Contracts shall not exceed 25% of the Total Contract Price (for supply of goods + services). Such amount shall be recoverable by operating the Bank Guarantee of the vendor and/or deduction from the contract price for supply and E&C portion, excluding taxes, duties & freight charges or from any other dues to vendor under the contract and/or from any of the other contract with BHEL.</p> <p>f) If the contract currency is other than INR, then the Liquidated damages shall be in equivalent amount in contract currency based on TT selling</p>
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		rate of State Bank of India prevailing on the date of payment to vendor against which recovery is made by BHEL
28.	Submission of Performance Bank Guarantee (PBG)	<p>PBG, in line with clause no. 11 of general commercial terms & conditions of GCC, rev-01, is to be submitted within 10 working days from the date of Letter of Intent (LOI). (Refer Annexure IV for PBG format).</p> <p>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 + 1 year claim period.</p> <p>Initially, it should be at least 12 months + 1 year claim period, later extended to cover the entire Defect Liability Period, two months before its expiry".</p> <p>Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.</p> <p>Note: The Bank Guarantees are required to be provided in the hard copy in original". Our bank detail is as follows:</p> <p>Name of Bank- ICICI BANK LIMITED/SBI Branch Address- ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025/No.65 St. Marks Rd. Bangalore Branch IFSC Code- ICIC0000002/SBIN0006861 Account No.- 000205003783/39940421986 Nature of account- COLL A/C</p> <p>The Bank Guarantee shall be sent to the tender inviting officer under registered post (A/D).</p> <p>Note: In Case of Bank Guarantees submitted by Foreign Vendors-</p> <ol style="list-style-type: none"> 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) <ol style="list-style-type: none"> 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

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		<p>Bank). All charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Vendor.</p> <p>b.2 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.</p> <p>b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).</p> <p>b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.</p>
29.	Evaluation criteria	<p>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/Negotiation as applicable. Offer will be considered incomplete and rejected if all items are not quoted.</p> <p>For foreign bidder, evaluation shall be done in equivalent INR arrived at for the price quoted applying exchange rate as TT selling rate published by State Bank of India prevailing on scheduled date of tender opening (Part-I bid in case of two part bid).</p>
30.	Inspection & Inspection Agency	<p>Inspection shall be carried out by agency as per below Inspection category of packages :</p> <p>Vendor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to BHEL-ISG / Third Party Inspection Agency (as informed by ISG) for arranging Customer/Owner / Third Party participation (Where ever applicable), with an advance notice of 15 working days for participation in inspection/ Joint inspection on the proposed date. Inspection certificates, MDCC shall be issued by Customer/Owner based on the BHEL-ISG report OR Joint inspection report of BHEL ISG & Customer/Owner (Wherever applicable).</p> <p>a) Liquidated damages for items not ready after inspection call / failure during inspection: The expenses incurred by Customer / BHEL for travel, stay etc. shall be recovered from the vendor's bills.</p> <p>b) Inspection calls shall be addressed to BHEL-ISG Purchase Department irrespective of inspection categories.</p> <p>No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from from BHEL-ISG Material Management Department irrespective of inspection categories.</p>
31.	Drawing submission and approval	<p>Drawing submission as per L2 network (to be furnished by the vendor and approved by BHEL). Obtaining drawing approval from the customer/consultant is the responsibility of vendor. However, BHEL shall assist the vendor in getting the approvals.</p>

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32.	Final Drawings / Documents submission	As per technical specification.
33.	Approval of Subvendors	As per technical specification.
34.	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.
35.	E-Way bill	If E-Way bill is to be generated by the bidder for transport of materials to the Project site, same shall be arranged by the bidder.
36.	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., GSTIN NO., TIN NO., E-MAIL ID. Vendor shall also submit a cancelled cheque along with the first bill.
37.	BILLS SUBMISSION	<ol style="list-style-type: none"> 1. Digitally signed scanned copy of tax Invoice along with other supporting documents as specified in the contract shall be uploaded by suppliers/contractors in the vendor information system, whose Turnover during the previous Financial Year is less than or equal to the prescribed limit as per extant GOI guidelines for mandatory e-invoicing. 2. All suppliers / contractors whose TO is more than the prescribed limit as per extant GOI guidelines, shall prepare invoice on invoice Registration Portal(IRP) and obtain an invoice reference number (IRN). Digitally signed e-Invoice along with other supporting documents as specified in the contract shall be uploaded by them in the vendor information system. 3. The DSC shall be registered in the name of the authorized official of the Company and shall be of Class II or III
38.	Dispatch Documents Required (to be furnished by Vendor)	Supplier shall provide the following documents to BHEL-ISG For claiming payment under clause no. 22 of SCC : A) For Supply of goods (Main Supply) – 1 st 2.5% payment i) Commercial Invoice/ activity linked payment receipt voucher- for Indigenous bidder- in Original ii) Invoice- for foreign bidder- In Original

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		<p>iii) Certification from Engineering Dept. of BHEL-ISG regarding submission of drawings as applicable.</p> <p>iv) Bank Guarantee as per Terms of Payment</p> <p>B) For Supply of goods (Main Supply) – 2nd 2.5% payment</p> <p>i) Commercial Invoice/ activity linked receipt voucher- for Indigenous bidder- in Original ii) Invoice- for foreign bidder- In Original</p> <p>iii) Certification from Engineering Dept. of BHEL-ISG regarding approval of drawings as applicable.</p> <p>iv) Bank Guarantee as per Terms of Payment</p> <p>C) For Supply of goods (Main Supply)– 3rd 70% payment and Commissioning/Mandatory spares- 1st 75% payment</p> <p>i) Original GST Invoice- Original for Buyer- for Indigenous bidder</p> <p>ii) Invoice- for foreign bidder- In Original iii) Original Bill of Lading- for Foreign Bidder iv) Copy of clean receipted LR/ Courier Receipt LR/ GR/ RR etc. (as applicable)</p> <p>v) Copy of Packing List/ Delivery Challan- clearly showing number of packages, gross weight and net weight etc.</p> <p>vi) Copy of E-Way Bill (if applicable)</p> <p>vii) Insurance Intimation</p> <p>Note: Documents mentioned at sl. no. C above shall be provided immediately after dispatch.</p> <p>d)For Supply of goods (Main Supply)– 4th 15% payment and Commissioning/Mandatory spares- 2nd 25% payment</p> <p>i) Supplementary/ Commercial Invoice – Original</p> <p>ii) Copy of Material Receipt Certificate</p> <p>e)For Supply of goods (Main Supply) – 5th 5% payment Supplementary/ Commercial Invoice ii) Certification for Trial Operation by BHEL and/ or customer/ customer’s consultant.</p> <p>f)For Supply of goods (Main Supply) – 6th 5% payment Supplementary/ Commercial Invoice – Original ii) Certification of Performance Guarantee (PG)/ Demonstration Test at site/ handing over of all machines (i.e. completion of entire scope of work).</p> <p>G) For claiming payment for E&C and O&M :</p>
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		<p>For claiming payments for E&C and O&M services, along with Original GST invoice, Running Account Bill (RAB) & Measurement Book (MB), in BHEL format, following additional documents need to be submitted :</p> <ul style="list-style-type: none"> • Proof of wages paid. • Monthly EPF remittance challan (if applicable). • Monthly ESI remittance challan/ W.C. Insurance Policy whichever is applicable. • Valid Labour License (if applicable). • Any other document as required by BHEL Engineer In-charge. <p>Additional two sets of photocopy of all the documents (of respective bills) shall be submitted along with each bill.</p> <p>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.</p> <p>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".</p> <p>Clause 9.7.5 (a) & (c) of General Commercial Terms & Conditions of GCC (Rev.01) is not applicable. Documents for GST payment shall be as per clause no. 16 of SCC.</p> <p>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</p>
39.	Dispatch Markings	<p>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.</p> <ol style="list-style-type: none"> 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 2) LR No. 3) Package No. / Total Package No. eg: 1 of N, 2 of N; where N=Total no. of packages in a particular consignment. 4) Type of Supply: "Main equipment supply" "Mandatory Spares" "Commissioning Spares" as the case may be. 5) Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.

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40.	Project Management	<p>To meet the need of project management , contractor shall provide the following services within quoted /accepted prices:</p> <p>PLANNING & MONITORING :</p> <ul style="list-style-type: none"> • The contractor shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, as per delivery schedule given in this document. This network must conform to the overall project schedule. • Based on L1 network the contractor will prepare L2 network which will indicate exhaustive list of activities of engineering, procurement of raw materials, manufacturing, testing, procurement of sub-vendor items, and dispatch as per delivery schedule given in this document. This network must include all milestones and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning etc. • Above schedules are to be preferably made in MICROSOFT PROJECT so that the same is compatible with BHEL's project management software. • Above schedules/ networks would be submitted to BHEL sequentially by the contractor within 15 days from date of LOI and finalized within a month. <p>PROGRESS REPORTING :</p> <ul style="list-style-type: none"> • 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.
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		<ul style="list-style-type: none"> 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
41.	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.
42.	RISK PURCHASE	<p>As per clause 26.0 of General Commercial Terms & Conditions of GCC (Rev-01).</p> <p>Clause no. 26.2 of General Commercial Terms & Conditions of GCC (Rev-01) shall be read as:</p> <p>Recovery on account of Purchases made by Purchaser at the Risk & Cost of Seller/ Contractor shall be worked out as follows :</p> <p>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).</p> <p>*(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.</p>

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		<p>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.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>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</p>
43.	LD against delay of executed work supply in case of Termination of contract	<p>LD against delay in executed work/ supply shall be calculated in line with LD clause mentioned above for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/ supply for the purpose of limiting maximum LD value.</p> <p>Method for calculation of "LD against delay in executed work/ supply" is given below.</p> <ol style="list-style-type: none"> Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1 Let the value of executed work/ supply till the time of termination of contract= X Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y Delay in executed work/supply attributable to contractor/supplier i.e. $T2 = [1 - (X/Y)] \times T1$ LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier. <p>Note: In case portion of work/ supply is withdrawn, no LD shall be applicable for portion of work/ supply withdrawn.</p>
44.	Arbitration	<p>Clause no. 32.0 of General Commercial Terms & Conditions of GCC (Rev-01) shall be read as:</p> <p>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</p>

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		<p>same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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".</p> <p>Clause no. 32.1, 32.2 & 32.3 of General Commercial Terms & Conditions of GCC (Rev01) are not applicable to this tender/ contract</p>
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45.	CONCILIATION	Conciliation clause shall be as per Appendix-A to SCC.
46.	SSI Unit/ MSE	<p>Any Bidder falling under MSME/ SC/ST category/ SSI unit shall furnish the details & submit documentary evidence i.e Udyam Registration Number awarded as per MoMSME GOI . in support of the same along with their techno-commercial offer.</p> <p>If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME/SC/ST Owned category/ SSI unit. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of Udayam Certificate. 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.</p>
47.	Ethics In Business Dealings	<p>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</p> <p>Commitment by Bidder/Supplier/Contractor:</p> <ol style="list-style-type: none"> 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. <p>In order to protect its commercial interests, BHEL may take action against suppliers/ contractors by way of suspension of business dealings with them, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price as per the guidelines for Suspension of Business Dealings with Suppliers / Contractors available at www.bhel.com under "supplier registration page".</p>

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48.	Fraud prevention policy	The Bidder along with its associate/collaborators/sub-contractors/sub vendors/ Consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.									
49.	Purchase preference for Make in India	<p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15-06-2017, 28-05-2018, 29.5.2019, 4.6.2020 & 28.7.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.</p> <p>The subject tender/ contract shall be considered as "NOT DIVISIBLE".</p> <p>Only 'Class-I local supplier ' are eligible to bid for this tender as per GOI, MoP order dt. 28.07.2020.</p> <p>The local supplier shall provide the following documents along with the Part-1 bid:</p> <p>i. Self-certification that the item offered meets the minimum local content 50% and shall give details of the location (s) at which the local value addition is made.</p> <p>ii. In case of bid value in excess of INR 10 crores, the bidder (local supplier) shall submit a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>Since only the Class-I local bidders are eligible for this tender, the Margin of purchase preference is not applicable for this tender.</p>									
50.	INTEGRITY PACT	<p>Integrity Pact (IP)</p> <p>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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" data-bbox="518 1570 1459 1738"> <thead> <tr> <th>SN</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1</td><td>Shri Arun Chandra Verma, IPS (Retd.)</td><td>acverma1@gmail.com</td></tr> <tr> <td>2</td><td>Shri Virendra Bahadur Singh, IPS (Retd.)</td><td>vbsinghips@gmail.com</td></tr> </tbody> </table> <p>b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding.</p>	SN	IEM	Email	1	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com	2	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com
SN	IEM	Email									
1	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com									
2	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com									

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		<p>In other words, entering into this Pact would be a preliminary qualification.</p> <p>c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p><i>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's officials whose contact details are provided below:</i></p> <p>Details of contact person (s):</p> <table><tr><td>(1) Name: Ch.Radha Rani , Dy . Manager/ MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Phone: 080-22184276 Email: radharani.c@bhel.in Fax: 080-23562713</td><td>(2) Name: D S Pradeep Kumar Sharma Manager/ MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, I Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Phone: 080-22184520 Email: dsp@bhel.in Fax: 080-23562713</td></tr></table>	(1) Name: Ch.Radha Rani , Dy . Manager/ MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Phone: 080-22184276 Email: radharani.c@bhel.in Fax: 080-23562713	(2) Name: D S Pradeep Kumar Sharma Manager/ MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, I Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Phone: 080-22184520 Email: dsp@bhel.in Fax: 080-23562713
(1) Name: Ch.Radha Rani , Dy . Manager/ MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Phone: 080-22184276 Email: radharani.c@bhel.in Fax: 080-23562713	(2) Name: D S Pradeep Kumar Sharma Manager/ MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, I Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Phone: 080-22184520 Email: dsp@bhel.in Fax: 080-23562713			
51.	DJU BG format	<p>i) The bidder should submit the signed and stamped format by bidder along with collaborator for</p> <p>a. DJU</p> <p>b. associated BG, wherever applicable, as a token of acceptance of the same along with the techno-commercial bid.</p> <p>AND</p> <p>The successful bidder should submit the executed DJU as per the agreed format complete in all respects along with associated BG, as applicable, within 1 month from the date of placement of LOI.</p>		
52.	Reverse Auction	<p>BHEL shall be resorting to Reverse Auction (RA) (New RA guidelines are available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.</p> <p>Bidders shall note that annexure-XI of GCC (rev.01) is not applicable for this tender.</p>		
53.	Extra Works	<p>In case of any extra item/ work, outside the scope of work of this system/ package as per the Technical Specifications and Terms & Conditions of the tender, which eventually becomes necessary for completion of facilities for the system/ package, BHEL may ask the successful bidder to do such works. In such events, the work shall be executed by the bidder at mutually agreed prices.</p>		

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54.	Other terms and conditions	As per General Conditions of Contract (GCC), Rev 01.
55.	Others	Annexure-X of GCC (Rev 01) is not applicable. Please refer Annexure-VI to this SCC for list of consortium Banks.
56.	Order of precedence of documents	a) Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL. b) Notice Inviting Tender c) Price Bid Format d) Special Conditions of Contract (SCC) e) Technical specification & scope of work f) General Conditions of Contract (GCC)
57.	Registration in GeM portal.	All vendors to register themselves in GeM portal (https://gem.gov.in). The successful bidder is supposed to share the GeM Seller ID mandatorily with BHEL for enabling BHEL for placement of order/ award of contract for goods and services.
58.	Procurement from Foreign countries	Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services/works including turnkey projects only if the bidder is registered with Competent Authority. All extant Circulars and exceptions from Min. of Finance shall be applicable.
59.	Split Order	Not applicable for this tender.

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Annexure-I to SCC

Guaranteed Power Consumption at Rated Capacity

Bidder's Name and Address :

Dear Sir,

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

GUARANTEED POWER CONSUMPTION :

Bidder to note that the total power consumption for Ash handling system shall not exceed 2691 KW at rated equipment capacity required at the input terminals of all the drive motors.


Limiting Value :

Limiting Value of Guaranteed Power Consumption for Flow Path = 2691 KW

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

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

Signature of authorized
signatory
with Company Seal

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Annexure-II to SCC


L1 Schedule

<p align="center">L1 Schedule Package: Ash Handling System Main Package Project: 1X660 MW Panki Thermal Power Station</p>				
ID	Task Name	Duration (Months) from the date of LOI	Start	Finish
P	AHP PACKAGE	14	0	14
P1	Engineering	3	0	3
P2	Supply and Erection & commissioning of items for Boiler light up	4	1	5
P3	Supply and E&C of Wet Ash Handling system for Bottom Ash and Fly Ash upto Ash Dyke	7	3	9
P4	Supply and E&C of balance items including FA Silo, HCSD system and related piping, AWRS etc	11	3	14

Equipment required for Boiler Light Up

1. Steel for Bottom ash hopper
2. Internal accessories for BAH like poke door, inspection window, overflow louvers, seal trough, Overflow Seal Box, vent louvers, SS anchors, flushing nozzles etc.
3. Refractory

Any other items required for completion of the system shall also be considered.

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Annexure-III of SCC

Price Variation Clause (PVC)

The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour and material components etc. in accordance with the provisions described below:

The price adjustment provisions shall be applicable separately for price components relating to Supply of Equipments , Installation, as per price break -up furnished by the Vendor/Contractor..

Only following components of the Contract Price will be subject to Price adjustment:

- 1) Ex-Works (India) Price of Plant and Equipments [excluding Mandatory Spares manufactured within the Employer's Country and Type Tests Charges] (subject to a ceiling of (+ /-) 20 % of the said price component for supply of equipment.
- 2) Installation Price Component of Contract Price , subject to a ceiling of (+ /-) 20 % of the said price component for erection, testing and commissioning .

(1) Besides the components mentioned at 1 & 2 above, the price of all other components and services of the contract price shall be firm and not subject to any price adjustment.


(2) Under no circumstances the price adjustment shall exceed the specified Ceiling of (+/-) 20% of Exworks/ FOB Prices of Plant & Equipment excluding Mandatory spares

3. Price adjustment will not be applicable on activity linked payment (2.5%+2.5% payment as specified in the payment terms clause above), if vendor avails this payment against BG.

Price adjustment shall be worked out and paid on a monthly basis based on the Invoice value. The invoice shall be prepared based on the item price agreed in the billing schedule.

A. The price adjustment formula for the components of the Contract Price, as mentioned at Sl. No. (i) above shall be as stipulated hereinafter.

1) Ex-Works/FOB Price Component of Plant and Equipments (excluding Mandatory Spares and Type Tests Charges)

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It is understood that the price component of the equipments for any shipment/despatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for various materials and labour (description and co-efficient as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable on receipt of each consignment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 (F + a \cdot A1/A0 \cdot f1 + b \cdot B1/B0 \cdot f2 + c \cdot C1/C0 \cdot f3 + \dots + Lb \cdot L1/L0 \cdot f4)$$

Where

EC = Adjustment to Ex-Works/FOB Price Component expressed in the currency of the Contract payable to the contractor for receipt of each consignment.

EC1 = Adjusted Amount of Ex-Works/FOB Price Component expressed in the currency of the Contract payable to the Contractor for receipt of each consignment.

EC0 = Ex-Works / FOB Price for the plant and equipments in the currency of the Contract, receipt of each consignment wise.

- The fixed portion of the Ex-Works / FOB component of the Contract Price (F) shall be 0.15.

- a,b,c etc. shall be co-efficients of major materials/items involved in the Ex-Works / FOB Component of the Contract Price. The sum of these co-efficients shall be between 0.50 to 0.60. **a=0.15, b=0.25, c=0.05, d=0.05**

- A,B,C etc. shall be published price indices of corresponding major materials/items. Such indices shall necessarily be of the country of origin of goods.

- "Lb" shall be co-efficient for labour component in the Ex-Works/ FOB Component of the Contract Price, which shall be between 0.25 to 0.35. **Lb= 0.35**


'L' shall be labour index.

- Sum of all the material co-efficients and the labour co-efficient shall be 0.85.

f1, f2 - f1, f2, f3 etc. are Exchange Rate Correction Factors for the f3, fLb respective materials and fLb is the Exchange Rate Correction Factor etc. for labour with reference to the currency of the country of origin of index and the respective Contract currency, such that

$$f = Z0 / Z1$$

Where Z is the no. of units of the currency of the country of the origin of index, which is equivalent to one unit of the respective Contract currency. The exchange rates to be used for calculation of factor 'f' shall be as per Bills Selling Exchange Rates established by the STATE BANK OF INDIA.

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For the indices, subscript 'o' refers to indices as on 30 days prior to date of opening of Stage-I (Techno-commercial) bids. For 'Z0' subscript 'o' refers to value as on the date of opening of Stage-I (Techno-commercial) bids /Reverse auction whichever is later/applicable.

Subscript '1' refers to indices/exchange rates as of:

(a) three months/ninety (90) days prior to the date of shipment/despatch for labour, and

(b) at the expiry of two third (2/3) period from the date of Notification of Award to the date of shipment / despatch, for material.

For the purpose of this clause the date of shipment/despatch shall mean the schedule date of shipment/despatch or actual date of shipment/despatch, whichever is earlier. The schedule date of shipment/despatch shall be as identified in line with provisions of contract schedule Agreement.

NOTE :-

Summation of EC1 shall be limited to (100 +/- 20) % (Hundred plus / minus twenty percent) of total ex-works/FOB price for supply of equipments.

In case of shipments/despatches, which are delayed beyond the schedule, date of shipment/despatch for reasons attributable to the Contractor the price adjustment provision shall not be applicable for the period between the schedule date of shipment/despatch and the actual date of shipment/despatch. For this purpose, the schedule date of shipment/despatch shall be as given above.

The above formula for price adjustment will be applicable if the currency in which the Contract Price is expressed is different from the currency of the country of origin of labour and material indices. In other cases, formula shall be applied without the Exchange Rate Correction Factor 'f'.

B. The price adjustment formula for the components of the Contract Price, as mentioned at Sl. No. (ii) above shall be as stipulated hereinafter:

The monthly price adjustment amount for the installation component of the Contract Price will be computed as per the formula given below:

(a) Indian Rupee portion of the Installation Price:


$$ER = ER1 - ER0$$

ER1 will be computed as follows:

$$ER1 = ER0 (0.15 + 0.85 \cdot F1/F0)$$

Where :

ER = Adjustment to Erection portion of Installation Services component of contract price expressed in Indian Rupees payable to the contractor for each billing.

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ER1 = Adjusted amount of Erection portion of Installation Services component of contract price expressed in Indian Rupees payable to the Contractor.

ER0 = Value of the Erection work done in the billing period, which shall be calculated as under :

For the purpose of computing ER0, each Erection bill (which is excluding amount payable on successful trial operation of the complete system/package and on successful completion of PG/ Demonstration test(s) and handing over of system/ package) during the Erection period up to the 'successful trial operation of the complete system/package' shall be divided by a factor as indicated below :

{Erection portion of Installation Services component of the Contract Price –
(Erection Portion of Installation Services component of the Contract Price payable on successful trial operation of the complete system/package and Erection Portion of Installation Services component of the Contract Price payable on successful completion of PG/ Demonstration test(s) and handing over of system/ package)}


Erection Portion of Installation Services component of the Price

The payment of price adjustment amount so computed shall be made against a separate invoice, linking the corresponding invoice for Erection Portion of Installation payment after retaining the pro-rata amount due on completion of the successful trial operation of the complete system/package and on completion of the successful completion of PG/ Demonstration test(s) and handing over of system/ package. The amounts so retained shall be paid on completion of the successful trial operation of the complete system/package and on completion of the successful completion of PG/ Demonstration test(s) and handing over of system/ package respectively.

F = Indian field labour index Namely, All India Consumer Price Index for Industrial Workers (All India Monthly Average) as published by Labour Bureau., Simla, Government of India.

Note : Summation of ER1 shall be limited to (100 +/- 20) % (Hundred plus / minus twenty percent) of the price for Installation services (ER0).

In case of erection activities, which are delayed beyond the schedule date for reasons attributable to the contractor, the price adjustment provision shall be applicable with lower of the indices as applicable for scheduled date or month of execution. For this purpose, the schedule date for completion of a particular erection activity shall be as per L1/L2 schedule defined as per clause no. 15 of SCC.


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Subscript 'o' refers to indices as on 30 days prior to date set for opening of Stage-I (Techno-commercial) bids/Reverse auction whichever is later/applicable.

Subscript '1' refers to the indices as applicable for the month of execution of the erection work.

Ministry for Labour & Employment and Labour Bureau has released the new series of Consumer Price Index for Industrial Worker (CPI-IW) with base year 2016. The new series of CPI (IW) with base 2016=100 will replace the existing series with base 2001=100. Refer the press release enclosed herewith.

On the introduction of revised series, a linking factor of 2.88 is provided in the press release for relating the old base year series, i.e. CPI-IW (2001=100) and the revised base year series, i.e., CPI-IW (2016=100).

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Annexure-IV

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:
To

Date:

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

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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 for such period as may be desired by Employer.

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 PROJECT/ SUPPLY DETAILS

5 BG AMOUNT IN FIGURES AND WORDS


6 VALIDITY DATE

7 DATE OF EXPIRY OF CLAIM PERIOD

8 BG AMOUNT IN FIGURES AND WORDS.


9 VALIDITY DATE

10 DATE OF EXPIRY OF CLAIM PERIOD

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Annexure-V

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

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Annexure-VI

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:

- 1. 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.
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act. 2006):
Rs......Lacs.

(Strike off whichever is not applicable)


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

OR

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

Date: (dd/mm/yyyy)


(Signature)
Name-
Membership Number-
Seal of Chartered Accountant

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Annexure-VII

Terms & Conditions of GST

- 1) Supplier shall mention their GSTIN in all their invoices and invoices shall be in the format as specified/ prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/ uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- 2) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 3) A declaration to the effect that all invoice particulars are/ 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.
- 4) 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. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- 5) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
- 6) For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
- 7) 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

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such ITC reversal as per GST law shall be recoverable from vendor/ contractor along with interest levied/ leviable on BHEL.

8) Anti-profiteering clause:

GST law has a provision that any reduction of rates in GST or the benefits of ITC shall be passed on to the recipient by way of commensurate reduction in price of goods/ services. Hence, Bidder to ensure that benefit of reduction of rates in GST and benefit of ITC are being passed on by way of commensurate reduction in price of goods/services including capital goods.

Such benefit would accrue to vendors/ contractors due to availability of ITC for inter-state Supplies under GST which was not available in existing law due to CST credit not being available or ITC reversals under existing law for stock transfers, ITC reversals under Existing law on account of common credit etc. Further any element of taxes like Excise, VAT, CST, Service Tax, WCT, Entry Tax etc which are embedded into price of goods/ services shall also be taken into account for working out the benefits and for price reduction.

All benefits, as per the "Anti Profiteering Law" of GST shall be passed on to BHEL by the vendors, by way of commensurate reduction in price of goods/ services.

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ANNEXURE- VIII


IMPORTANT POINTS TO NOTE

- (1) No Material shall be dispatched without written dispatch clearance from BHEL.
- (2) All above columns are to be filled by the vendor otherwise the offer shall be liable for rejection.
- (3) No prices are to be mentioned/ indicated in this format. All prices are to be filled only in the price bid.
- (4) Deviation with respect to technical specification and commercial terms and conditions, if any, must be clearly mentioned in the "DEVIATION FORMAT" enclosed herewith. If required, please use additional sheet. If there is no deviation, please write "NO DEVIATION" in the DEVIATION FORMAT. In case the blank deviation format is submitted along with the offer, it shall be considered as "NO DEVIATION".
- (5) The filled in commercial Terms & Conditions shall be submitted along with the TECHNO-COMMERCIAL BID. Non-acceptance of the Commercial Terms & Conditions of the tender may lead to rejection of your offer. All the sheets of the filled in Commercial Terms & Conditions (CTC) shall signed by the authorized signatory with company seal. Bidders to submit signed and stamped copy of all the sheets of the enquiry along with the Techno-Commercial Bid (Part 1 Bid) including the filled in CTC.
- (6) During technical scrutiny, our Project Engineering Department may ask further clarifications. The technical reply may be sent directly to the concerned person but additional price/ price impact, if any, due to technical changes must be submitted separately (as instructed by MM Dept.) to Materials Management Department only as and when asked by MM Dept for the same.
- (7) All correspondences after techno-commercial bid opening and during Techno- Commercial evaluation of offers shall be sent through email.
- (8) Bidders are requested to submit the following contact details in a separate sheet (signed & stamped) for correspondence during techno-commercial evaluation of the tender.
 - a. Name & Designation of Contact Person
 - b. Contact No. & FAX No. of the Contact Person
 - c. Email ID of contact person (alternate email IDs may also be provided)
 - d. Complete Postal address of the company/ organization

Supplier's Signature with Date:

Name:

Company Seal:

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Annexure-IX

BANK GUARANTEE FOR ADVANCE/ACTIVITY LINKED PAYMENT

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,


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

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

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

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

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

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

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

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

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- 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.

behalf of

For and on

Bank)

(Name of the

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