
	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>Reversible Stacker cum Reclaimer Package of 2X660 MW Talcher Thermal Power Project Stage III</b>
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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.**

1.	<b>ITEM/ WORK DESCRIPTION</b>	Design, Engineering, Manufacturing, Supply, E&C & PG Test etc. of Reversible Stacker Cum Reclaimer Package, as per Technical Specifications and Terms & Conditions
2.	<b>PROJECT NAME</b>	2X660 MW Talcher Thermal Power Project Stage III
3.	<b>SITE LOCATION</b>	Location: Talcher, Odisha State, INDIA
4.	<b>CONSIGNEE DETAILS/ SHIP TO</b>	NTPC Limited, TALCHER THERMAL POWER PROJECT STAGE - III (2X660MW) GSTIN : Shall be provided later A/c BHEL ISG
5.	<b>BUYER/ BILL TO for Supply of Goods</b>	BHEL-Industrial Systems Group Post Box No.:1249, Prof. CNR Rao Circle, IISc Post, Malleswaram, BANGALORE – 560012 GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB
6.	<b>BUYER/ BILL TO for Supply of Services</b>	(Consignee Address): BHEL PSWR Site Office Talcher Thermal Power Project Stage - III (2X660MW) Talcher, Odisha-759101 GSTIN of BHEL/ Odisha State: Shall be provided later
7.	<b>MODE OF DISPATCH</b>	Equipment to be dispatched by road/ rail/ air/ Sea on door delivery basis. Consignee copy of LR to be sent with consignment. Note: It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement.
8.	<b>INSURANCE</b>	Transit cum Storage and E&C Insurance - In BHEL Scope.  As per clause no. 17.0 of general commercial terms & conditions of GCC (Rev.01). Complete project insurance is under BHEL scope. Copy of MCE policy will be issued to the successful bidder in due course of time.  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.

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		<p>In case the claim is not honoured by the insurance company for the lapses of seller, seller to arrange for repair/replacement of such items without any cost implication to BHEL. 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) b)BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012 Contact Details: Will be provided later</p> <p>Insurance as applicable for field work such as third party liability, workmen compensation, Seller/Contractor's own Tools &amp; Plants and automobile shall be arranged by the Seller/ Contractor.</p>
9.	<b>PROVISION OF FACILITIES AT SITE</b>	As per Technical Specifications of the tender
10.	<b>Guarantee Period(Defects Liability period) and Latent defects Liability</b>	<p>As per cl. no. 12.0 of General Commercial Terms &amp; Conditions of General Conditions of Contract (GCC), Rev.01.</p> <p>Defects Liability/Guarantee/Warranty period shall be 12 months from the date of Successful completion and acceptance of the PG test of stacker cum reclaimer machine.</p> <p>At the end of defect liability period, the contractor liability ceases except for latent defects. The contractor liability for latent defects warranty shall be limited to a period of five years (5) from the end defects liability period. For the purpose of 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> <p>All guarantee/warranty/Defects Liability and Latent Defects Liability/PBG are by the Main bidder.</p> <p>Bidder shall be required to furnish a “letter of support” for successful performance of Reversible stacker cum reclaimer machine valid for a period of seven (7) years (from LOI date) or up to the end of defect liability period of the contract whichever is later, as per the format enclosed with the bidding</p>

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		<p>documents(at annexure-I to SCC). The “letter of support” should be submitted by successful bidder at the time of placement of order.</p>
11.	<b>PERFORMANCE BANK GUARANTEE</b>	<p>PBG, in line with clause no 11 of general commercial terms &amp; conditions of GCC, rev-01, is to be <b>submitted within 15 working days from the date of Letter of Intent (LOI)</b>.</p> <p>The Performance Bank Guarantee value mentioned under clause no. 11.2 of General Commercial Terms &amp; Conditions of GCC (Rev.01) <b>shall be read as ‘5%’ instead of ‘10%’</b>.</p> <p>The vendor shall submit Contract Performance Bank Guarantee) <b>for 5% of Order/ Contract value (excluding taxes, duties &amp; freight)</b> to fulfill the guarantee conditions stipulated in the Order/ Contract.</p> <p>Clause no- 11.4 of general commercial terms and conditions of GCC, REV 01 shall be read as: Validity of the Bank Guarantee shall be for the entire Defect Liability <b>+ plus claim period as per RBI Guidelines(however, in any case, with a minimum period of not less than 3 months)</b>. It should cover the entire guarantee 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 enhanced performance security which would include interest (SBI rate + 6%) due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.</p> <p><b>The format for PBG shall be as per GCC. (PBG Format)</b> The BG has to be furnished in hard copy of stamp paper with appropriate value. Our bank details for information are: <b>Name of Bank-</b> ICICI BANK LIMITED <b>Branch Address-</b> ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025 <b>Branch IFSC Code-</b> ICIC0000002 <b>Account No.-</b> 000205003783 <b>Nature of account-</b> COLL A/C</p> <p><b>The Bank Guarantee shall be sent to the tender inviting officer under registered post (A/D).</b></p>

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		<b>Note:</b> Performance Bank Guarantee (PBG) shall be submitted as per the format given along with the NIT
12.	<b>DELIVERY SCHEDULE</b>	<p>Design, engineering and supply of stacker cum Reclaimer: 16 months from the date of LOI</p> <p>Erection and commissioning of Stacker cum Reclaimer: 6 months from the date of front availability</p> <p>Delivery schedule for spares: within 9 months from the date of clearance by BHEL</p> <p>Items shall be dispatched only after Purchaser's/Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC) from BHEL-ISG irrespective of inspection categories</p> <p>Note: Vendor shall submit the detailed L2 schedule for completion of entire scope of work, in line with the Delivery schedule above. The detailed L2 schedule shall cover details like basic engineering, detailed engineering, BOI Ordering, manufacturing, inspection &amp; supply, erection, testing &amp; commissioning etc. and shall be submitted by vendor within one month 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 noncompliance 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 &amp; Cost" clause.</p>
13.	<b>EXTENSION OF TIME FOR COMPLETION</b>	<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 two months in advance, along with reasons for delay &amp; plan/ schedule for balance supplies/works, 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>

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		<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> <p>f) If there is any delay in handing over of the fronts or any other reasons by BHEL and delay is not attributable to vendor, time extension will be given to vendor without any additional financial implication.</p>
14.	<b>INSPECTION AGENCY</b>	Inspection shall be carried out by end customer/ end customer's consultant/ BHEL/ Third Party Inspection Agency. Details as per Technical Specifications.
15.	<b>INSPECTION</b>	As per clause 14.0 of General Commercial Terms & Conditions of GCC (Rev.01).
16.	<b>PRICE BASIS</b>	<p><b>a) Price Basis for supply (plant and equipment including spares): Ex-works Basis</b>, inclusive of packing &amp; forwarding charges and any other taxes, duties and levies payable, except GST. However, Bidder scope shall include delivery of the material up to project site and hence, applicable Freight charges including loading unloading or any other charge applicable for the delivery of goods to site to be quoted separately in price format and same shall be payable limited to the value indicated in the price bid inline with the payment terms.</p> <p><b>b) Price Basis for E&amp;C and other Services (if any):</b> basic price basis inclusive of all taxes &amp; duties, levies etc., except Goods &amp; Service Tax (GST).</p> <p>All import implications like applicable Basic Customs Duty, Education cess, antidumping duty, safeguard duty etc. applicable for imported items shall be included in the ex works price</p> <p>The following components of Contract Price shall be subject to price adjustment, with ceiling of (+) 15% of the said price component 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 – IV of SCC, valid till completion of contract</p> <p>1. Ex-Works Price of Plant and Equipment including Mandatory Spares [excluding Type Tests Charges] subject to a ceiling of (+) 15% of the said price component</p>

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		<p>2. Installation Price Component of Contract Price,(Excluding Training, O&amp;M charges &amp;AMC) subject to a ceiling of (+) 15% of the said price component for erection, testing and commissioning.</p> <p>No ceiling in case of reduction in prices.</p> <p>Prices for type test charges, if applicable, Freight, O&amp;M, Training, AMC shall be firm, valid till completion of contract.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. E&amp;C Charges should be minimum 20% of the total quoted price of main equipment supply (including freight &amp; excluding GST) failing which the break-up of prices shall be adjusted accordingly for ordering.</li> <li>2. E&amp;C charges shall not include training charges, O&amp;M charges and AMC.</li> </ol>
17.	<b>TAXES &amp; DUTIES</b>	<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 &amp; 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 all supporting documents. Terms &amp; Conditions of GST shall be as per Annexure II enclosed. Bidder shall indicate applicable GST rate along with offer.</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 &amp; documents like tax invoice, packing list, delivery challan, Lorry/ Courier Receipt etc.</p> <p>Invoices/ returns of vendors/ contractors are to be submitted within the time limit stipulated Under the GST law. Whenever Input Tax Credit could not be availed by BHEL within the time limit, due to delay in submission of invoices or for any other reason attributable to vendors/ contractors, liability towards loss of such credit shall be passed on to such vendors/ contractors.</p> <p>In general, Statutory variation for GST is payable to the Seller during currency of the contract between Buyer and Seller. Further, for period beyond the currency of the contract, BHEL will reimburse the actual applicable GST even if the same is higher than the amount applicable within the contractual period in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/contractor otherwise vendor/contractor has to bear the differential upward increase in GST and ex- works price is to be adjusted accordingly</p>

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		<p>No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.</p> <p>Any new taxes &amp; 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 &amp; duties. Benefits and/ or abolition of all existing taxes must be passed on to BHEL, by the vendor/ contractor, against new taxes &amp; duties, if any, introduced at a later date. The benefits shall be passed on in terms of commensurate reduction in the basic price.</p> <p>Clause No. 4.1, 4.2, 4.3 of General Commercial Terms &amp; Conditions of GCC (Rev-01) are not applicable to this tender/ contract.</p> <p>Make in India shall be as per GOI guidelines.</p>
17.	<b>CUSTOM CLEARANCE</b>	<ul style="list-style-type: none"> <li>i The seller/ Contractor shall, at its own expense, handle all imported Plant and Equipment and spares and seller/ Contractor's Equipment at the point(s) of import and shall handle any formalities for customs clearance provided that if applicable laws or regulations require any application or act to be made by or in the name of the Purchaser, the Purchaser shall take all necessary steps to comply with such laws or regulations. Such expenses shall be included in the quoted price.</li> <li>ii Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.</li> <li>iii Custom clearance for all the items imported for 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.</li> </ul>
18.	<b>Ordering Methodology</b>	<p>LOI for the total scope shall be issued by BHEL ISG. However, orders for the total scope shall be as below:</p> <ul style="list-style-type: none"> <li>a) Purchase Order shall be issued for supply of goods including spares by BHEL ISG</li> <li>b) Work Order shall be issued for supply of services like E&amp;C, PG Test, Handing Over, O&amp;M, AMC etc. by BHEL Region</li> </ul>




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<b>19.</b>	<b>PAYMENT TERMS</b>	<p>As per cl. no. 9.0 of General Commercial Terms &amp; Conditions of GCC (Rev.01). The Terms of payment shall be as under:</p> <p><b>A. For Supply of Goods (Main Supply):</b></p> <p>(i). Two &amp; half Percent (2.5%) of the ex works price of materials supplied 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/documents enclosed under Annexure-20 and the weightage indicated against each drawing/ document thereon.</p> <p>(ii). Two &amp; half Percent (2.5%) of the ex works price of materials supplied 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/documents enclosed under Annexure-20 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 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. (i) &amp;(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 (iii) below. Under this condition, bank guarantee for equivalent amount stated in Sl.No.A (i) &amp;(ii) will not be required to be submitted.</p> <p>Bank Guarantee's for Advance (BG-A) are to be Submitted for Payment purpose only. Contract Performance Bank Guarantee (CPBG) to be submitted separately for clause 11.0 of SCC.</p> <p>iii. Sixty Five (65%) of ex works price of materials supplied, as per approved billing schedule, along with 100% GST (as applicable), shall be payable against clean receipted LR/ proof of receipt at site on pro-rata basis.</p> <p>iv. Fifteen (15%) of ex works price of materials supplied along with 100% freight shall be released progressively on pro-rata basis after receipt of</p>
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		<p>Material Receipt Certificate (MRC) from BHEL project site engineer/RM/End customer.</p> <p>v. Five (05%) of total ex works price of materials will be released on prorata basis against commissioning of the individual items as per the approved Billing.</p> <p>vi. Five (05%) of total ex works price of materials will be released against Trial Operation of the SCR Machine</p> <p>vii. Five (05%) of the total ex works price of materials 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 (i.e. completion of entire scope of work- Supply + E&amp;C) of the SCR Machine to BHEL/ BHEL's Customer.</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><b>Note:</b></p> <p>1.In case trial operation of the SCR Machine cannot be completed within 6 months after completion of commissioning , for reasons not attributable to the vendor /contractor, payment due for completion of trial operation i.e 5% of ex works price of the equipment can be released on submission of BG of equivalent amount subject to completion of punch points identified to conduct trial operation of the SCR Machine, valid initially for 12 months &amp; to be revalidated till completion of trial operation.</p> <p>2.If the PG test is not conducted either up to 12 months from the date of successful completion of trial operation of SCR Machine or 18 months after completion of commissioning of SCR Machine and completion of all main supplies for the entire scope of SCR Machine, for reasons not attributable to the vendor/ contractor, 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 over of the SCR Machine.</p> <p>No interest, whatsoever, shall be payable by the Purchaser / BHEL to the bidder / contractor on any earnest money or on the Bank Guarantee or security deposit submitted or on any delayed payment by BHEL to the bidder / contractor or on any amount due to the bidder/ contractor.</p> <p><b>B. For Supply of Goods (Mandatory Spares):</b></p> <p>i. Seventy Five percent (75%) of ex works price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as</p>
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		<p>applicable), shall be payable against clean receipted LR/ proof of receipt at site on pro-rata basis.</p> <p>ii. Twenty Five percent (25%) of ex works price of materials supplied along with 100% Freight will be released progressively on pro-rata basis after receipt of Material Receipt Certificate (MRC) from BHEL project site engineer/RM/End customer.</p> <p><b>C. For supply of Services (E&amp;C, PG Test, Handing over etc.)</b></p> <p>i. Seventy Five percent (75%) payment on pro-rata basis for the erection work completed, as per approved billing schedule, shall be payable against submission of MB(Measurement Book), RAB (Running Account Book)and other related documents duly certified by BHEL Engineer/RM. Further, break up for activities involved in completion of erection work shall be mutually agreed during execution of contract.</p> <p>ii. Fifteen percent (15%) payment on pro-rata basis on successful completion of commissioning of the individual items as per approved billing schedule, shall be payable against submission of MB(Measurement Book), RAB (Running Account Book)and other related documents duly certified by BHEL Engineer/RM.</p> <p>iii. Five percent (5%) of the total value shall be payable on successful trial operation of the SCR Machine, on submission of protocols, duly signed by BHEL site Engineer/ BHEL's Customer.</p> <p>iv. Five percent (5%) of the total value shall be released on successful completion of PG/ Demonstration test(s) at site/ handing over of SCR Machine to BHEL/ BHEL's Customer, on submission of protocols, duly signed by BHEL site Engineer/ BHEL's Customer.</p> <p><b>D. For supply of services (Operation &amp; Maintenance, Training and AMC) if applicable</b></p> <p>Hundred percent (100%) 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.</p> <p>Clause no. 9.1, 9.2, 9.3, 9.4, 9.5, note 5 &amp; 7 of clause no. 9.6 (notes), 9.12, of General Commercial Terms &amp; Conditions of GCC (Rev.01) are not applicable for this tender/ contract.</p> <p>TDS shall be as per Indian IT act/GST ACT &amp; relevant statutes.</p>
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		<p>No interest, whatsoever, shall be payable by the Purchaser / BHEL to the bidder / contractor on any earnest money or on the Bank Guarantee or security deposit submitted or on any delayed payment by BHEL to the bidder / contractor or on any amount due to the bidder/ contractor.</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 &amp; documents like tax invoice, packing list, delivery challan, Lorry/ Courier Receipt etc.</p> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li><b>Successful Commissioning:</b> Readiness of system/sub systems , equipment, drives and instruments for integrated operation of "Material conveying for bunker feeding/ stock yard".</li> <li><b>Successful TRIAL operation:</b> Load trial of all system/sub systems , equipment drives and instruments for Trouble free/stable operation of machine (including PLC/DCS operation of package covering all elect and C&amp;I part ) as applicable for beneficial use in plant for 14 days.</li> <li>Integrated operation shall mean trouble free running of Reversible Stacker Reclaimer Machine along with yard conveyor so as to stack coal at rated capacity during stacking mode of operation and reclaim coal at rated capacity during reclaiming mode.</li> </ol>
20.	<b>Mobilization advance/ interest bearing recoverable advance</b>	<p>Not applicable for this tender/ contract.</p>
21.	<b>Price Variation Clause (PVC)/ ORC (Over run compensation) / rate revision</b>	<p>ORC is not applicable for this tender/contract</p> <p>PVC for Supply and E&amp;C shall be as per Annexure– IV of SCC.</p> <p>PVC is not applicable in case of extension where delay is attributable to vendor.</p> <p>The following components of Contract Price shall be subject to price adjustment, with ceiling of (+) 15% of the said price component 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 – IV of SCC, valid till completion of contract</p> <ol style="list-style-type: none"> <li>Ex-Works Price of Plant and Equipment including Mandatory Spares [excluding Type Tests Charges] subject to a ceiling of (+) 15% of the said price component</li> <li>Installation Price Component of Contract Price,(Excluding Training, O&amp;M charges &amp;AMC) subject to a ceiling of (+) 15% of the said price component for erection, testing and commissioning.</li> </ol>

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		<p>No ceiling in case of reduction in prices.</p> <p>Prices for type test charges, if applicable, Freight, O&amp;M, Training, AMC shall be firm, valid till completion of contract.</p> <p>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.</p>
22.	<b>QUANTITY VARIATION</b>	Not Applicable. Clause 6.0 of General Commercial Terms & Conditions of GCC (Rev.01) is not applicable to this tender/ contract.
23.	<b>LIQUIDATED DAMAGES FOR DELAY IN COMPLETION</b>	<p>As per clause 16.0 of General Commercial Terms &amp; Conditions of GCC (Rev.01).</p> <p>Cl. No. 16.2.1 of General Commercial Terms &amp; Conditions of GCC (Rev.01) shall be read as</p> <ol style="list-style-type: none"> <li><b>LD for Main supply:</b> 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 main supply contract price per week or part thereof, subject to a maximum of 7.5% of the total main supply contract price excluding GST and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract.</li> <li><b>LD for Mandatory spares supply:</b> 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 delayed spares supply price per week or part thereof, subject to a maximum of 5% of the total spares supply contract price excluding GST and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract.</li> </ol> <p>LR/ GR/ RR date for supplies shall be treated as the date of dispatch for levying LD. However, for supply if receipted LR date is beyond three months from the date of LR, such excess period shall also be considered for LD purpose.</p> <ol style="list-style-type: none"> <li><b>LD for E&amp;C Contract:</b> 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 E&amp;C contract price per week or part thereof, subject to a maximum of 7.5% of the total E&amp;C contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract.</li> </ol>

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		<p>The departmental charges mentioned under clause no. 16.2.2 and 16.2.3 of General Commercial Terms &amp; Conditions of GCC (Rev.01) shall be read as '5%' instead of '15%'.</p> <p>Limiting value of LD (for this purpose only) shall be 7.5 % of total order value without GST.</p>	
24.	<b>LIQUIDATED DAMAGES FOR GUARANTEED PERFORMANCE PARAMETERS</b>	<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 shall carry out the modification if necessary within 90 days of such tests. If the equipment fails to meet the guaranteed parameters at the end of above specified period of 90 days purchaser may at his discretion reject the equipment or accept after assessing the liquidated damages to be payable by the vendor/ contractor.</p> <p>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>For auxiliary power consumption the guaranteed values shall be as per Annexure III to this SCC.</p> <p>b) In case of un-remedied Excess in overall auxiliary power consumption as mentioned by the vendor in Annexure III to SCC the vendor shall be liable to pay BHEL by way of LD for performance shortfall for each equipment as stipulated below:</p> <p style="text-align: center;"><b>LD: USD 5195/- for every 1 KW increase in auxiliary power consumption.</b></p> <p>Exchange Rate shall be based on the exchange rate (TT selling rate of State Bank of India) as on of respective payment from which the above recovery shall be effected).</p> <p>Maximum Liability on account of Guaranteed performance parameters is limited to 15% of total contract price awarded for this package</p> <p>a) Equivalent INR shall be recovered per KW.</p>	
25.	<b>LOADING CRITERIA FOR EVALUATION FOR AUXILIARY POWER CONSUMPTION</b>	<p>Bidder shall furnish along with the techno-commercial offer, the Guarantee Auxiliary Power Consumption (GPC) in KW, for the equipments as specified in the annexure-06&amp;9 of technical specifications along with the drive schedule,. Same is subject to evaluation by BHEL and can be revised by bidder before price bid opening / Reverse auction, if found to be incorrect. If the auxiliary power consumption indicated by the bidder in Annexure-III to SCC is higher than the auxiliary power consumption indicated in the Technical Specification, loading</p>	

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		<p>shall be applied at the rate of USD 5195/KW for the difference in KW figures given in technical specification and those quoted by the bidder</p> <p>For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.</p>												
26.	<b>INTEGRITY PACT</b>	<p><b>Integrity Pact (IP)</b></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="609 781 1481 934"> <thead> <tr> <th>SN</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td><a href="mailto:iem1@bhel.in">iem1@bhel.in</a></td></tr> <tr> <td>2</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td><a href="mailto:iem2@bhel.in">iem2@bhel.in</a></td></tr> <tr> <td>3</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td><a href="mailto:iem3@bhel.in">iem3@bhel.in</a></td></tr> </tbody> </table> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>of IP in BHEL.</p> <p>b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><b>Note:</b></p> <p>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department. For all clarifications/ issues related to the tender, Please contact:</p> <p><b>Details of contact person (s):</b></p> <p>1.Name: Ch.Radha Rani., Dy.Mgr. / MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Phone: 080-22184276 Email: <a href="mailto:radharani.c@bhel.in">radharani.c@bhel.in</a></p>	SN	IEM	Email	1	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>	2	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>	3	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>
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		<p>2. Name: D S Pradeep Kumar Sarma, Mgr Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Phone: 080-2218 4520 Email: dsp@bhel.in Fax: 080-23562713</p>
27.	<b>Documents to be submitted by vendor for Indigenous bidders/ supplies</b>	<p>As per clause 9.7 of General Commercial Terms &amp; Conditions of GCC (Rev.01).</p> <p><b>A) For Supply of goods (Main Supply)- 1<sup>st</sup> 5% (with internal break-up of 2.5%+2.5%)payment:</b></p> <ul style="list-style-type: none"> <li>i) Pro-forma Invoice/ advance receipt voucher</li> <li>iii) Certification from Engineering Dept. of BHEL-ISG regarding approval/submission of drawings.</li> <li>iv) Bank Guarantee as per Terms of Payment.</li> </ul> <p><b>B) For Supply of goods (Main Supply)- 2<sup>nd</sup> 65% payment and Mandatory spares- 1<sup>st</sup> 75% payment:</b></p> <ul style="list-style-type: none"> <li>i) Original Tax Invoice</li> <li>ii) Copy of clean receipted LR/ Courier Receipt LR/ GR/ RR etc. (as applicable)</li> <li>iii) Copy of Packing List/ Delivery Challan- clearly showing number of packages, gross weight and net weight etc.</li> <li>iv) Copy of E-Way Bill (if applicable)</li> <li>v) Copy of MDCC/ Dispatch Clearance issued by BHEL</li> <li>vi) Duty drawback documents (if applicable).</li> </ul> <p><b>C) For Supply of goods (Main Supply-3<sup>rd</sup> -15% PAYMENT &amp; Mandatory Spares-2<sup>nd</sup>- 25% payment</b></p> <ul style="list-style-type: none"> <li>i) Supplementary/ Commercial Invoice</li> <li>ii) Material Receipt Certificate (copy) By BHEL/End customer.</li> </ul> <p><b>D) For Supply of goods (Main Supply)-4<sup>th</sup> for 5% payment</b></p>



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		<p>i) Supplementary/ Commercial Invoice</p> <p>ii) Certification for successful commissioning by BHEL SITE-RM</p> <p><b>E) For Supply of goods (Main Supply)-5<sup>th</sup> for 5% payment</b></p> <p>i) Supplementary/ Commercial Invoice</p> <p>ii) Certification for Trial Operation by BHEL SITE-RM.</p> <p>iii) Certification for successful commissioning by BHEL SITE-RM(if applicable).</p> <p>iv) Bank guarantee (if applicable)</p> <p><b>F) For Supply of goods (Main Supply-6<sup>th</sup>) payment-for 5% payment</b></p> <p>(i)Supplementary/ Commercial Invoice</p> <p>(ii)Certification of Performance Guarantee (PG)/ Demonstration Test at site/ handing over of system as per approved PG test procedure by BHEL SITE-RM.</p> <p>(iii) Bank guarantee (if applicable).</p> <p>For claiming payments for E&amp;C services, along with Original GST invoice, Running Account Bill (RAB) &amp; Measurement Book (MB), in BHEL format, following additional documents need to be submitted:</p> <p>a) Proof of wages paid.</p> <p>b) Monthly EPF remittance challan (if applicable).</p> <p>c) Monthly ESI remittance challan/ W.C. Insurance Policy whichever Valid Labor License (if applicable).</p> <p>d) Any other document as required by BHEL Engineer In-charge.</p> <p><b>The above list is indicative only and BHEL reserves the right to ask for any other document required for processing of bills, the vendor/ contractor shall comply with the same.</b></p> <p>Clause 9.7.5 (b) of General Commercial Terms &amp; Conditions of GCC (Rev.01) shall be read as "Copy of registration/ provisional registration certificate for GST".</p> <p>Clause 9.7.5 (c) of General Commercial Terms &amp; Conditions of GCC (Rev.01) is not applicable. Documents for GST payment shall be as per Annexure-IV.</p>
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28.	<b>DISPATCH MARKINGS</b>	<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"> <li>1) Name and address of the consignee (to be intimated at the time of dispatch clearance)</li> <li>2) Dispatched by: (Vendor name) : <b>A/c BHEL ISG, Bangalore</b> 3) LR No</li> </ol> <p>Package No./ Total Package No eg: 1 of N, 2 of N; where N=Total no of packages in a particular consignment.</p> <p>Type of Supply: <b>"Main equipment supply"/ "Mandatory Spares"/ "Commissioning Spares"</b> as the case may be.</p> <p>Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.</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>
30.	<b>E-way bill</b>	<p>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.</p>
31.	<b>ECS PAYMENT</b>	<p>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:</p> <p>BANK NAME, BANK ADDRESS, BANK PHONE, IFSC CODE (NEFT), BANK ACCOUNT NO., PAN NO., SERVICE TAX NO., TIN NO., E-MAIL ID.</p> <p>Vendor shall also submit a cancelled cheque along with the first bill.</p>
32.	<b>BILLS SUBMISSION</b>	<p>The clause 9.7.6 of General Commercial Terms &amp; Conditions of GCC (Rev.01) shall be read as.</p> <ol style="list-style-type: none"> <li>1. <b>e-invoicing:</b> Compliance to e-invoicing requirements to be ensured as per extant provisions and guidelines of Govt. of India. Mandatory valid unique Invoice Reference No. (IRN) &amp; QR code as generated from Govt. Portal on Tax invoice to be mentioned. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with corresponding details uploaded by supplier in e-invoicing system. Any delay/failure by Contractor/Vendor in submission of all documents as per Purchase order/Work Order at the time of submitting tax invoice to BHEL leading to subsequent financial loss to BHEL shall be to Vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.</li> <li>2. <b>Bills against purchase order shall be submitted to BHEL-ISG</b> and bills against work order shall be submitted to BHEL –PSWR. Payments will be released by respective BHEL unit against the bills submitted by supplier/contractor.</li> </ol>

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		<p>3. Digitally signed tax Invoice along with other supporting documents to recognise payments against purchase order 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.</p> <p>4. 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.</p> <p>5. The DSC shall be registered in the name of the authorized official of the Company and shall be of Class II or III</p>
33.	<b>DRAWING SUBMISSION AND APPROVAL</b>	As per technical specification.
34.	<b>FINAL DRAWINGS/ DOCUMENTS SUBMISSION</b>	As per technical specification.
35.	<b>APPROVAL OF SUBVENDORS</b>	As per technical specification.
36.1.	<b>RISK PURCHASE</b>	<p>As per clause 26.0 of General Commercial Terms &amp; Conditions of GCC (Rev.01).</p> <p>Clause no. 26.2 of General Commercial Terms &amp; Conditions of GCC (Rev.01) shall be read as:</p> <p>Recovery on account of Purchases made by Purchaser at the Risk &amp; Cost of Seller/ Contractor shall be worked out as follows:</p> <p>Risk and Cost against Balance Work:  <math>\text{Risk \&amp; Cost Amount} = [(A-B) + (A \times H/100)]</math>            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 &amp; 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><b>*(Balance scope of work/ supply)</b></p>

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		<p>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 &amp; cost amount.</p> <p>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.</p> <p>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> <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. 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 &amp; Cost amount.</p>
36.2	<b>LD against delay in Package in case of Termination of Contract</b>	<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"> <li>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</li> <li>Let the value of executed work/ supply till the time of termination of contract= X</li> <li>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</li> <li>Delay in executed work/supply attributable to contractor/supplier i.e. <math>T2 = [1 - (X/Y)] \times T1</math></li> <li>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.</li> </ol> <p>Note: In case portion of work/ supply is withdrawn, no LD shall be applicable for portion of work/ supply withdrawn.</p>
37.	<b>ARBITRATION</b>	<p>Clause no. 32.0 of General Commercial Terms &amp; 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</p>

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		<p>contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator appointed by BHEL. BHEL will suggest three names, giving opportunity to contractor or vendor to choose one of them as sole arbitrator and in case parties could not mutually agree on the sole arbitrator, then the Arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 and any Amendments / modification thereon and re-enactments thereof from time to time. 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, another person to act as sole arbitrator shall be appointed in line with Arbitration and Conciliation Act 1996 and any Amendments / modification thereon and re-enactments thereof from time to time 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. 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. 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 contract shall be governed by and construed in accordance with laws of India, without regards to any conflict of laws principles. The Venue and seat 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>
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		<p>Each party submits to the jurisdiction of Courts of Bengaluru for the purposes adjudicating any disputes or differences relating to this contract or arising out of this contract or compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions.</p> <p>The Conciliation scheme for conducting proceedings under the BHEL conciliation scheme 2018 shall be as per enclosed document.</p> <p>Clause no. 32.1, 32.2 &amp; 32.3 of General Commercial Terms &amp; Conditions of GCC (Rev.01) are not applicable to this tender/ contract.</p>
37.2	<b>LAWS GOVERNING THE CONTRACT</b>	<p>Clause no. 33.0 of General Commercial Terms &amp; Conditions of GCC (Rev.01) shall be read as:</p> <p>This Contract, including all matters connected with this contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.</p> <p>It shall be responsibility of the vendor to ensure compliance of Labor laws, safety regulations, workmen compensation, insurance, BOCW act or other relevant acts.</p>
37.3	<b>JURISDICTION OF COURT</b>	<p>Clause no. 34.0 of General Commercial Terms &amp; Conditions of GCC (Rev.01) shall be read as:</p> <p>Courts at Bangalore, India shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.</p>
38.	<b>CONSEQUENTIAL DAMAGE</b>	<p>Except for any specific liability which may be identified in the contract and which may be payable hereunder Contractor shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods unless caused by Contractor's negligence or wilful misconduct. In addition, Purchaser shall have no liability or any special, incidental, indirect or consequential Damages or any loss of business Contracts, revenues or other financial loss to the contractor arising out of this Contract.</p>
39.	<b>FRAUD PREVENTION</b>	<p>"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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."</p>
40	<b>MSE Suppliers</b>	<p>Any Bidder falling under MSME/ SC/ST category/ SSI unit shall furnish the details &amp; 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>

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		<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 Udyam 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>
41	<b>Purchase preference for Make in India</b>	<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 &amp; 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>
42	<b>RESTRICTIONS UNDER RULE 144(xi) OF THE GENERAL FINANCIAL RULES (GFRs), 2017</b>	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>II. “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. “Bidder from a country which shares a land border with India” for the purpose of this Order means</p> <p>a. An entity incorporated, established or registered in such a country; or</p>



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		<p>b. A subsidiary of an entity Incorporated. established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country: or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a Citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>IV. The beneficial owner for the purpose of (iii) above will be as under:</p> <p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership Interest or who exercises control through other means,</p> <p>Explanation-</p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;</p> <p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions Including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together. or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;</p> <p>4. Where no natural person is Identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall Include identification of the author of the trust. the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person</p> <p>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p>
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		<p>Note- The above clause shall not be applicable for the bidders from those countries (even if sharing a land order with India) to which the Government of India (GoI) has extended lines of credit or in which the GoI is engaged in development work.</p> <p>Bidders to submit the certification (as applicable) as per Order issued by Ministry of Finance.</p>
43.	<b>Splitting of tender</b>	Not applicable for this tender.
44.	<b>Other terms &amp; Conditions</b>	As per General Conditions of Contract (GCC), Rev.01.
45.	<b>Others</b>	Annexure-X of GCC (Rev.01) is not applicable.
46	<b>Order of Precedence of Documents</b>	<ul style="list-style-type: none"> <li>a) Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL.</li> <li>b) Notice Inviting Tender</li> <li>c) Price bid format</li> <li>d) Special Conditions of Contract (SCC)</li> <li>e) Technical specifications &amp; Documents</li> <li>f) General Conditions of Contract (GCC)</li> </ul> <p>For example, in case of any conflict or inconsistency, the requirement of (a) shall prevail over the (b).</p> <p>g) Order of precedence shall be a&gt;b&gt;c&gt;d&gt;e&gt;f (where “&gt;” indicates the general greater than sign)</p>
47	<b>Extra Works</b>	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.
48	<b>Registration in GeM portal.</b>	All vendors to register themselves in GeM portal ( <a href="https://gem.gov.in">https://gem.gov.in</a> ). 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.

All circulars issued before and during Tendering Stage are applicable for E-invoicing, Make in India, Procurement from Foreign countries, Registration of Countries who are sharing border with India for participation in this enquiry, MSME and GeM portal and any other circulars issued by Govt. of India/Authorities will be applicable.

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**Annexure-I**

**LETTER OF SUPPORT FOR SATISFACTORY PERFORMANCE OF  
REVERSIBLE STACKER CUM RECLAIMER MACHINE FOR TALCHER-III STPP (2X660MW)**

TO  
[EMPLOYER'S NAME & ADDRESS]


**Sub:** Letter of Technical Support submitted From M/s ..... (Name of the successful bidder) undertaking the responsibility for satisfactory performance of Reversible stacker cum reclaimer machine.

Dear Sirs,

1. In accordance with the Award of the Contract by BHEL-ISG, M/s ..... (Name of the successful bidder) shall be fully responsible for the satisfactory performance of the Reversible stacker cum reclaimer machine.
2. Further, the manner of achieving the objective set forth in point 1 above shall be as follows:  
For Reversible stacker cum reclaimer machine:
  - (a) We shall be fully responsible for design, engineering, manufacturing, assembly, inspection, supply, site erection, commissioning and final testing and extending all necessary support for putting in to satisfactory operation and carrying out the Guarantee Tests for Reversible stacker cum reclaimer machine to the satisfaction of the Employer.
  - (b) We shall participate in Technical Co-ordination meetings (TCMs) from time to time, as and when required by Employer.
  - (c) We shall promptly carry out all the corrective measures and shall promptly provide corrected design and shall undertake replacements, rectifications or modifications to the Reversible stacker cum reclaimer machine as and when required by Employer in case the Reversible stacker cum reclaimer machine fails to demonstrate successful performance as per contract at site.
3. We hereby undertake and confirm that this Letter of Technical Support shall be valid for a period of seven (7) years or up to the end of defect liability period of the contract, whichever is later.

Signature of the Authorised Representative: .....  
For M/s ..... (Name of Successful bidder)  
Name .....  
Designation .....  
Date: .....  
Common Seal of the Company

**Signature of authorized signatory.....**


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**Annexure-II**

**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) This is to inform that GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be submitted by vendor which shall be valid at least one month after the confirmation of date of payment of GST by vendor on GSTN

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portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.


- 8) In case vendor delays, declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/ contractor along with interest levied/ leviable on BHEL.

9) **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 III

#### Auxiliary Power Consumption Details

#### Bidder's Name and Address

**Subject: Guaranteed Power Consumption**

**Tender ref:** [77/22/XXXX/RRC](#)

Dear Sir,

We hereby declare that we have read and understood the requirement for the same as mention in technical specification.

We also declare that the ratings and Power consumption figures of the equipments furnished by us under the Package are guaranteed. We further declare that in the event of any deficiencies in meeting the guaranteed figures, you may at your discretion accept the equipment/ system after assessing the Liquidated Damages/Loading as applicable as specified at in clause no. 24 and 25 of the Special Conditions of Contract (of this tender/ contract) or reject the equipment/system and also can recover from the payments already made/due.

#### **GUARANTEED POWER CONSUMPTION:**

Total guaranteed power consumption as measured at the input terminals of all the drive motors when the equipment is operating at rated capacity is as under:

- 1) Total power consumption for ..... : \_\_\_\_\_ (KW)
- 2) Total power consumption for ..... : \_\_\_\_\_ (KW)
- 3) Total power consumption for ..... : \_\_\_\_\_ (KW)
- 4) Total power consumption for ..... : \_\_\_\_\_ (KW)

**Grand Total of Power Consumption:** \_\_\_\_\_ (KW)


**Please add/remove rows (if required) to make it as applicable to technical specification.**

The above value is in line with the annex-6 of technical specification submitted.

Note:

1. The equipment/ machine details shall be as per Technical specifications of the tender.

Signature of authorized  
signatory with Company Seal

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**Annexure-IV 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 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, as per price break-up furnished by the Contractor. The price adjustment is subject to a ceiling of (+) 15% of the said price component.

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

- 1) Ex-Works Price of Plant and Equipments including Mandatory Spares and excluding Type Tests Charges, if applicable ] (subject to a ceiling of (+) 15 % of the said price component for supply of equipment.
- 2) Installation Price Component of Contract Price , subject to a ceiling of ( +) 15 % of the said price component for erection, testing and commissioning. (Excluding training, O&M charges &AMC).

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.

- i. Under no circumstances the price adjustment shall exceed the specified Ceiling of (+) 15% of Ex works Prices of Plant & Equipment including Mandatory spares and excluding type test charges,if applicable
- ii. 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.

published price indices of corresponding major materials/items shall necessarily be as given below.

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. (1) above shall be as stipulated hereinafter.

**1. Ex-Works Price Component of Plant and Equipments including Mandatory Spares and excluding Type Tests Charges,if applicable**

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-efficients as enumerated below).

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


$$EC = EC1 - EC0$$

EC1 will be computed as follows:

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

Where



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EC= Adjustment to Ex-Works Price Component expressed in the currency of the Contract payable to the contractor for each shipment/dispatch

EC1= Adjustment Amount of Ex-Works Price Component expressed in the currency of the Contract payable to the contractor for each shipment/dispatch

EC0= Ex-Works Price for the plant and equipments in the currency of the Contract, shipment/dispatch wise.

- The fixed portion of the Ex-Works 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 Component of the Contract Price. The sum of these co-efficients shall be between 0.50 to 0.60; **a=0.4, b=0.05, c=0.05,**
- A,B,C etc. shall be published price indices of corresponding major materials/items. Such indices shall necessarily as given below.
- 'Lb" shall be co-efficient for labour component in the Ex- Works 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.

For the indices, subscript 'o' refers to indices as on 30 days prior to date of opening of Techno commercial bid i.e. Part-1.

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

- (a) three months (for Labour Indices) [ninety (90) days (for Exchange Rates) prior to the date of shipment/despatch for labour and Exchange Rates respectively, and
- (b) at the expiry of two third (2/3) period from the date of LOI 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.

In case of shipments/despaches 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 of time 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 source of applicable indices and their base values for the purpose of computing price adjustment shall be furnished by bidder as per the prescribed format along with their offer as per attached Annexure-V to SCC

#### **B) PRICE ADJUSTMENT FOR ERECTION & COMMISSIONING :**

- (i) The price adjustment provisions shall be applicable separately for price components relating to E&C Works, as per price break-up furnished by the Contractor. The price adjustment is subject to a ceiling of (+) 15% of the said price component for erection, and commissioning.

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- (ii) Only following components of the Contract Price will be subject to Price adjustment: Installation Price Component of Contract Price consisting of Erection portion.
- (iii) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract.
- (iv) The indices for price adjustment shall necessarily be of the country of origin, i.e., India of goods/labour and shall be well established and nationally recognised in that country. Preferably Government indices shall be used.
- (v) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (ii) above shall be as stipulated hereinafter.
  - i) It is understood that the price component for erection portion of Installation Services comprises a fixed portion and variable portion linked with the index of labour (description and co-efficients as enumerated).

The monthly price adjustment amount for the erection portion of Installation Services component will be computed as per the formula given below:

**a) Indian Rupee Portion of the Installation Services**

$$ER = ER1 - ERO$$

ER1 will be computed as follows:

$$ER1 = ERO (0.15 + 0.5*(0.85 L1/L0)+0.5*(0.85 W1/W0) )$$

Where:

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


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

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

For the purpose of computing ERO, each Erection bill (which is excluding amount payable on, successful commissioning, on successful completion of initial operation, on successful completion of PG/ Demonstration test(s) and handing over of equipment) during the Erection period up to the completion of facilities 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 commissioning + Erection Portion of Installation Services component of the Contract Price payable on successful completion of initial operation +Erection Portion of Installation Services component of the Contract Price payable on successful completion of PG/ test(s) and handing over of the equipment)}

-----  
Erection Portion of Installation Services component of the Price

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The payment of price adjustment amount so computed (Refer payment terms clause above) 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, successful commissioning, on completion of the successful trial operation and on completion of the successful completion of PG test. The amounts so retained shall be paid on completion of the successful attainment of full load, on completion of the successful trial operation and on completion of the successful completion of PG test respectively.

L = one of the Indices for 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.


W= The other index for Indian field labour Namely, Arithmetical average of minimum Wages for Un skilled, Skilled, Semi skilled and Highly skilled workers notified by the Central Government for the particular classified **areas** in which the project site is located or notified by the state Government of the state in which the project site is located, whichever is higher.

For the indices, subscript 'o' refers to indices as on 30 days prior to date of opening of Techno commercial bid Part-1

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

For the purpose of this clause, month of execution of erection work shall mean the schedule month of execution of the erection work or actual month of execution of erection work whichever is earlier. The schedule date of completion of a particular erection activity shall be as identified in line with provisions of contract schedule.

In case of erection activities, which are delayed beyond the schedule date for reasons attributable to the contractor, the price adjustment provision shall not be applicable for the period of time between the schedule date of completion and actual date of completion of respective erection activity. For this purpose, the schedule date for completion of a particular erection activity shall be as per Delivery Schedule/L2 schedule defined as SCC Clause no.12.

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**Annexure-V**

**Price adjustment data**

**Bidder's Name and Address**

To

BHARAT HEAVY ELECTRICALS LTD  
INDUSTRIAL SYSTEMS GROUP  
PB NO.1249, IISc POST  
MALLESWARAM  
BANGALORE – 560 012

Bidder's Name and Address:

Dear Sirs,

We hereby furnish the relevant details pertaining to the price adjustment provisions in your bidding documents against Tender Enquiry No.....

**1. Ex-Works@ Price of Equipments including Spares and excluding Type Test Charges,if applicable)**


**BIDDERS ARE REQUIRED TO INDICATE VALUE OF INDICES.**

\*Name of Currency of Bid Price:: .....

Sl. No.	Item	Value of Co-efficient	Name of Published Index and its origin	Value of Indices (as on 30 days prior to date set for Opening of Techno commercial Part-I)
------------	------	--------------------------	-------------------------------------------------	-----------------------------------------------------------------------------------------------------

**Material**

- |                                                      |          |       |       |
|------------------------------------------------------|----------|-------|-------|
| 1. All commodities                                   | a = 0.4  | ..... | ..... |
| 2. Manufacture of other<br>fabricated metal products | b = 0.05 | ..... | ..... |
| 3. Mavufacture of basic metals                       | c = 0.05 | ..... | ..... |

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**Labour**

Lb = 0.35

**Fixed Component**

F = 0.15

Sum of all material co-efficients, labour coefficient and fixed component should be 1.0

## 2. Erection Price Component

a) L=The index used for Indian Field Labour (L) is All India Consumer Price Index for Industrial Workers (All India Monthly Average) published by Labour Bureau, Simla, Government of India.

The value of the above index (monthly average) as on 30 days prior to the date set for opening of of Techno commercial Part-I is .....

b) W= The other index for Indian field labour Namely, Arithmetical average of minimum Wages for Un skilled, Skilled, Semi skilled and Highly skilled workers notified by the Central Government for the particular classified areas in which the project site is located or notified by the state Government of the state in which the project site is located, whichever is higher.

The value of the above index (monthly average) as on 30 days prior to the date set for opening of of Techno commercial Part-I is .....

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**FORMAT FOR DECLARATION CERTIFICATE FOR PROCUREMENT OF GOODS & SERVICES**

Tender Ref No:

Date:

To,

----- Division

Type-I

Applicable for bidders falling under countries not sharing land border with India (or) sharing land border with India but currently lines of credit facility extended by Govt. of India to that country

I have read the clause regarding restrictions on procurement from bidders of a country which shares a land border with India, I hereby certify that this bidder is not from such a country and accordingly does not call for any registration with Competent Authority and this bidder is eligible to be considered.

Date:

Signature :

Place:

Name of the Person :

Designation :

Firm name :

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Type-II

Applicable for bidders falling under countries sharing land border with India but currently lines of credit facility is not extended to that country

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, I Hereby certify that this bidder is from such a country and currently lines of credit facility is not extended by Govt of India to that country. Accordingly, for bidding in this particular tender, bidder need to be registered with DPIIT. In this regard, the required formalities have been completed and the bidder has registered with Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Our registration details are indicated below. [ Note: Also applicable to Transitional Case]

Competent Authority Ref No :

Registration No &amp; Date :

Name of the Company :

Registration valid upto :


Signature :

(Copy of the certificate enclosed)

Name of the person :

Date:

Designation :

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>Reversible Stacker cum Reclaimer Package of 2X660 MW Talcher Thermal Power Project Stage III</b>
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[Tender Ref: 77/22/6128/RRC](#)

**Annexure**

<b>List of Consortium Banks</b>			
	<b>Name of the Bank</b>		<b>Name of the Bank</b>
<b>1</b>	State Bank of India	<b>12</b>	Indian Bank
<b>2</b>	Canara Bank	<b>13</b>	ICICC Bank limited
<b>3</b>	Axis Bank	<b>14</b>	IDBI Bank Limited
<b>4</b>	Bank of Baroda	<b>15</b>	Indusind Bank Limited
<b>5</b>	Central bank	<b>16</b>	Indian Overseas Bank
<b>6</b>	CITI Bank N.A	<b>17</b>	Kotak Mahindra Bank Limited
<b>7</b>	Deutsche Bank AG	<b>18</b>	Punjab National Bank
<b>8</b>	Exim Bank	<b>19</b>	RBL Bank Limited
<b>9</b>	The Federal Bank Limited	<b>20</b>	Standard Chartered Bank
<b>10</b>	HDFC Bank limited	<b>21</b>	Union Bank of India
<b>11</b>	The Hongkong and Shanghai Banking Corporation Limited	<b>22</b>	Yes Bank