

	<b>Coal Handling &amp; Ash Handling Plant Package-2 X 660 MW ENNORE SEZ SUPER CRITICAL THERMAL POWER PROJECT - TAMILNADU GENERATION &amp; DISTRIBUTION CORPORATION (TANGEDCO)</b>	<b>GEOCELL GROUND IMPROVEMENT FOR COAL STOCKPILE</b>
<b>ISG Bangalore</b>	<b>SPECIAL CONDITIONS OF CONTRACT FOR – SUPPLY &amp; SUPERVISION OF INSTALLATION OF GROUND IMPROVEMENT SYSTEM FOR COAL STOCKPILE</b>	

Sl. No.	Clause	BHEL Requirement	Bidder's Confirmation
		<b>This SCC to be read in conjunction with the attached General Conditions of Contract (GCC). In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC</b>	
1.	<b>Price basis</b>	<p><b><u>For Indigenous Supplier &amp; Indian Agents of Foreign suppliers</u></b></p> <p>a) Firm FOR site price inclusive of packing and forwarding &amp; freight charges valid till completion of the contractual scope, including extended period of contract, if any. GST payable extra at actuals, against proof of remittance.</p> <p>b) Supervision for installation charges: Firm price, valid till the completion of the contractual scope, including extended period of contract, if any-</p> <p>c) CIF value of import content is to be declared by the vendor only in the price bid. Essentiality certificate will be issued by BHEL to vendor to avail concessional Customs Duty for importing equipment / component limiting to the CIF value declared in the bid. In case vendor does not indicate CIF value in the price bid, then it is presumed that no imported item is envisaged / no Essentiality certificate is required.</p> <p>List of items with CIF content is to be given along with the details of Description of items, Quantity, Value of items in foreign currency, CIF Value in Indian Rupees &amp; Country of import (Origin) along with the bid</p> <p><b><u>For Foreign Suppliers</u></b></p> <p>a) Firm DDP price inclusive of Sea-worthy packing &amp; forwarding, Freight charges up to project site, all taxes and duties applicable in the country of origin &amp; in India, except for GST, if any, applicable in India. Vendor should have a registered office in India, who can import goods under their import license and arrange complete custom clearance and sending the goods up to project site. GST applicable in India will be reimbursed extra at actuals, against proof of remittance.</p> <p>b) Supervision for installation charges: Firm price, valid till the completion of the contractual scope, including extended period of contract, if any-</p> <p>c) Foreign Bidders shall quote in INR for Indigenous supplies, if any and services made in India and shall give price</p>	

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Sl. No.	Clause	BHEL Requirement	Bidder's Confirmation
		breakup as per price format enclosed along with NIT  Insurance is BHEL scope. (Marine cum erection insurance)	
2.	Scope	Supply, supervision of installation of ground improvement system of the Coal Stockpile  For the detailed scope and specifications, bidders to refer the technical specifications enclosed along with NIT	
3.	Bid evaluation and Ordering Methodology	Bidders, whose measured Test patch settlements are within the limits as detailed in the technical specifications and test patch reports are approved by end-Customer(TANGEDCO), shall be taken as technically qualified and shall be considered for Price bid opening.  No payment shall be made for the cost of supplied material and other costs incurred by the bidder for preparation and demonstration of the Test patch.  To account for the overall cost being incurred by BHEL for the Civil Works, like excavation, Geocell installation, aggregate filling etc., associated with the Geocell system, a Loading factor is adopted for Price bid evaluation. The Loading factor shall be Rs. 2.50 Crores for every 150mm installed thickness of Geocell system or part thereof.  Total Cost = Quoted Price + Loading factor for the installed thickness of Geocell system + Loading, if any, for deviations.  Calculation of Total Cost for evaluation purposes  $X - \text{Geocell installed thickness (mm)}$	

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		<p>A – Quoted Price by the bidder (Rs)</p> <p>Total Cost (Rs)= <math>A + \left( \frac{X}{150} \times 2,50,00,000 \right) + \text{Loading, if any, for deviations}</math></p> <p>Split order condition is applicable for this tender. Accordingly, the evaluated L1 cost, as finalised shall be counter offered to other bidders in ascending order. In case any bidder(s) do not accept the L-1 rates, the counter offer shall be extended to the next higher bidder.</p> <p>In case, the number of qualified Bidders are more than 3 (Three), the distribution shall be limited to a total of 3 (Three) qualified bidders, i.e., L1 and 2 (Two) qualified bidders, other than L1, who match the L1 bidder's Total Cost.</p> <p>In case, the number of qualified Bidders are 2 (Two) or 3 (Three), the distribution shall be limited to a total of 2 (Two) qualified bidders, i.e., L1 and 1 (One) qualified bidder, other than L1, who matches the L1 bidder's Total Cost.</p> <p>In case, no other qualified bidder is willing to match the L1 bidder's Total price, the entire scope shall be awarded to the L1 Bidder.</p> <p>The Scope break-up between the successful bidders shall be as below</p>	



Coal Handling & Ash Handling Plant Package-2 X 660 MW ENnore SEZ SUPER CRITICAL THERMAL POWER PROJECT - TAMILNADU GENERATION & DISTRIBUTION CORPORATION (TANGEDCO)

**GEOCELL GROUND  
IMPROVEMENT FOR COAL  
STOCKPILE**

ISG  
Bangalore

**SPECIAL CONDITIONS OF CONTRACT FOR – SUPPLY & SUPERVISION OF INSTALLATION OF  
GROUND IMPROVEMENT SYSTEM FOR COAL STOCKPILE**

Sl. No.	Clause	BHEL Requirement				Bidder's Confirmation
		S. No.	Description	L1	L2A*	
		1.	Only 1 (One) successful bidder	100%	-	-
		2.	Total of 2 (Two) successful bidders i.e., L1 and any 1 (One) qualified bidder L2 ,L3,..... H1 matching L1's Total Cost	56.8%	43.2%	-
				Stockpiles - 1 & 3	Stockpile - 2	
		3.	Total of 3 (Three) successful bidders, i.e., L1 and any 2(Two) qualified bidders amongst L2 ,L3,.....H1 matching L1's Total Cost	43.2%	28.4%	28.4%
				Stockpile - 2	Stockpile – 1 (or)3	Stockpile – 1 (or)3
		BHEL shall allocate the stockpile area in line with the above distribution and the same shall be binding on the contractor.				
		<p><b>Note:</b></p> <p>1. *- L2A, L3A are in the order of acceptance of L1 price.</p> <p>2: For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid opening) shall be considered.</p>				
4.	<b>Income Tax Deductions</b>	<p>I. As per the prevailing rules. BHEL shall deduct and provide TDS certificate.</p> <p>II. A) In case of Foreign Bidders, (not having Indian Income tax PAN number for such of the Foreign bidders) TDS shall be regulated as per applicable statutory provisions of IT act and remittances shall be complied by BHEL and adjusted from the Total quoted prices, at prevailing rates applicable for respective bidders as per DTA agreement for the country as arranged by the Foreign Bidder.</p> <p>All foreign Bidders shall arrange <b>NBFC</b> certificates as required under 206</p>				

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		<p>As per <b>206c</b>, To avail the benefit, the Foreign bidders shall file Form 10F, a tax residency certificate and self-declaration in the prescribed format to BHEL, the entity responsible for deducting tax at source.</p> <p>B) In case of Foreign Vendors (Foreign Suppliers who provide goods from abroad paid in foreign currency and providing technical services by Indian subsidiary paid in Indian currency): The TDS is applicable where services are rendered in India directly or through their Indian counterpart against foreign Purchase order / Contract as per the provision of under Section 195 of Income Tax act of India. Wherever DTAA (Double Taxation Avoidance Agreement) agreement exists between India and the supplier country the provisions of the agreement shall be applicable.</p> <p>For getting benefit of DTAA (Double Taxation Avoidance Agreement), the following documents must be submitted, otherwise full TDS will be deducted, as applicable as per statutes.</p> <ol style="list-style-type: none"> <li>a. No Permanent Establishment in India certificate</li> <li>b. Tax Residency Certificate (TRC) issued by Tax authorities of their country</li> <li>c. Form 10F if TRC does not contain required details</li> <li>d. PAN (Permanent Account Number) details/proof as issued by Indian Income Tax Authority, if available or Declaration in lieu of PAN as per Rule 37BC of Income Tax Rules, 1962. Any other document(s) which might be required to enable person responsible for making payment, to apply Lower OR NIL rate of withholding tax as applicable as per statutes.</li> </ol> <p><u>Note:</u></p> <ol style="list-style-type: none"> <li>a) Wherever, it is not feasible for bifurcation of value for supply of material and of providing services, the purchase order / contract will be treated as Composite Contract and TDS will be deducted on whole contract</li> </ol>	

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		<p>/ purchase order value as per applicable rate.</p> <p>b) TDS or any other leviable taxes or duties, if applicable, shall be deducted recovered from the Supplier's bill and necessary certificate will be issued to the supplier.</p> <p>c) Details on relevant sections of Income Tax Act and DTAA treaties can be obtained from <a href="https://www.incometaxindia.gov.in/Pages/acts/income-tax-act.aspx">https://www.incometaxindia.gov.in/Pages/acts/income-tax-act.aspx</a>. or other reliable sources Permanent Account Number (PAN)</p>	
5.	<b>PURCHASE PREFERENCE FOR MAKE IN INDIA</b>	<p><i>For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15-06-2017, 28-05-2018, 29.5.2019, 04.06.2020 &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.</i></p> <p>Class-I, Class-II, and Non-local suppliers are eligible to quote for this tender.</p> <p>The local supplier shall provide the following documents along with the Part-1 bid:</p> <ol style="list-style-type: none"> <li>i. Self-certification that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.</li> <li>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.</li> </ol> <p>BHEL reserves the right to negotiate with the L1 bidder and in case of successful price negotiation with the L1 bidder BHEL shall arrive at a final L1 price. In such a case, if the L1 bid is not from a local supplier, the local bidders/ suppliers will be invited to match the final L1 price arrived at after negotiation, in the manner specified in the above</p>	

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		<p>mentioned order and the order/ contract shall be awarded to such local supplier subject to matching the negotiated final L1 price.</p> <p>For the purpose of inviting the local bidders/ suppliers, the margin for purchase preference shall be considered/ calculated with respect to the original price &amp; ranking obtained in the tender, i.e. before price negotiation with the L1 bidder.</p>	
6.	<b>GST</b>	<p>Bidders/Vendors shall indicate the applicable GST rate &amp; the HSN code, in the Price Bid.</p> <p>BHEL will reimburse the GST as applicable, against proof of remittance.</p> <p>In case of delay in submission or non-submission of requisite documents relating to tax or any other necessary document for processing the invoices by the bidder / vendor, on account of which, BHEL suffers loss on any tax credit or any other loss arising out of such non-submission of documents or delayed submission of such documents; same will be recovered from the bidder's / vendor's invoices or any other dues payable to bidder / vendor.</p>	
7.	<b>Customs Duty, cess etc. for Domestic Bidder(s)</b>	<p>All Indian Bidders / Vendors / Agents may please note that the required Essentiality Certificate shall be issued by BHEL / TANGEDCO (the ultimate Customer) for the specified items to be Imported by the Bidder / Vendor for availing the concessional Customs Duty under the Project Import Regulations, limited to the CIF content mentioned in their Offer. Accordingly, the Bidders / Vendors have to indicate in their offer, the Import contents (if any) for the Package; the list of items along with the Quantity, Foreign Currency, Country of Origin, CIF value in Indian Rupees etc. No claim can be made by the Bidder/Vendor towards variation in Customs Duty rate. However, in case the Customer permits statutory variation to BHEL in respect of Customs Duty then, the same will be extended to the Bidder/Vendor also, provided that the variation is within the Accepted Delivery Schedule.</p> <p>Any additional liability of Customs and Import duties or penalty (ies) thereon, due to any discrepancy in the said list of goods or due to any other lapse of the Bidder/Vendor in this regard shall be to the account of the Bidder / Vendor &amp; same shall be recovered from any dues/ amounts payable to the bidder / vendor.</p> <p>The benefits availed in concessional Customs Duty must be passed on to BHEL. In a case where after importing, the</p>	

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		consignment(s) / supply item(s) are taken to the Bidder's / Vendor's works, factory etc. and there afterwards the same is/are dispatched from such works, factory etc. then, the input tax credit benefit(s) shall be passed on to BHEL. Bidders to submit their price bid taking into account the credit on these benefits.	
8.	<b>Statutory changes in taxes / duties</b>	<p>Further, in the event of introduction of new tax in lieu of existing or over and above the existing tax or change in the rate of presently applicable tax, the impact of differential tax liability, if any, Payable by the bidder / vendor shall be adjusted or recovered from the bills of the bidder / vendor and incase extra payable by BHEL, the same shall be paid subject to required proof of documents to the satisfaction of BHEL.</p> <p>Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/Contract (i.e; Accepted Delivery Schedule), variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods (i.e; Accepted Delivery Schedule) only. For variations after the agreed completion periods /, accepted Delivery Schedule (on account of delay attributable to the vendor), the Bidder/Vendor alone shall bear the impact for the upward revisions and BHEL is not liable to reimburse the same to the vendor under any circumstances and in case of any downward revisions, bidder / vendor shall pass on the benefits to BHEL of such reduction in Taxes / duties, cess etc.</p>	
9.	<b>Freight</b>	Equipment to be dispatched by Road /sea/Rail on freight prepaid and on door delivery basis. Freight charges (Inland) shall be indicated in the Price Bid. This shall be paid on prorata basis limited to the freight charges indicated in the Price Bid	
10.	<b>Location of Site</b>	Ennore Thermal Power Station Taluk : Ambattur Village : Vayalur District : Thiruvallur, Tamilnadu, India	
11.	<b>Unloading and storage at Site</b>	In the scope of BHEL.	

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12.	<b>Payment Terms for Supply &amp; Supervision of installation</b>	<p><b>[For Indigenous Supplier &amp; Indian Agents of Foreign Suppliers [All payments shall be made normally within a period of <u>45 (Forty Five)</u> days from the date of receipt of all necessary supporting and statutory documents at BHEL-ISG, Bangalore]</b></p> <ol style="list-style-type: none"> <li>1. 75% of exworks price value on prorata basis with 100% GST (as applicable) against receipt of material to project site.</li> <li>2. 25% of exworks price value along with 100% freight on pro-rata basis after submission of Material Receipt Certificate (MRC) issued by project site engineer of Purchaser / TANGEDCO. Obtaining MRC from project site engineer of Purchaser / TANGEDCO is in the scope of Bidder.</li> <li>3. For supervision of installation: 100% basic price + GST on prorata basis, against completion and certification by site incharge.</li> </ol> <p><b>[For Foreign Suppliers [All payments shall be made directly to vendor's account interms of RBI guidelines normally within a period of <u>45 (Forty Five)</u> days from the date of receipt of all necessary supporting and statutory documents at BHEL-ISG, Bangalore]</b></p> <ol style="list-style-type: none"> <li>1. 75% of FOB Price value on prorata basis with 100% GST (as applicable) +100% customs duty+100% marine freight against receipt of material to project site.</li> <li>2. 25% of FOB price value along with 100% inland freight on pro-rata basis after submission of Material Receipt Certificate (MRC) issued by project site engineer of Purchaser / TANGEDCO. Obtaining MRC from project site engineer of Purchaser / TANGEDCO is in the scope of Bidder.</li> <li>3. For supervision of installation: 100% basic price + GST on prorata basis, against completion and certification by site incharge.</li> </ol>	

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		<p>The documents to be submitted for claiming payments shall be:</p> <p><b>For payment against dispatch:</b></p> <ul style="list-style-type: none"> <li>(i) Invoice: Original + 2 copies</li> <li>(ii) Bill of lading (Original + 2 copies for Foreign bidders)</li> <li>(iii) Received LR</li> <li>(iii) Packing List - clearly showing number of packages, gross weight and net weight as applicable, HSN code etc.. - original+2 copies</li> <li>(iv) Certificate of Country of Origin – Original + 2 copies (applicable only for foreign bidders/indian agents)</li> <li>(v) MDCC from BHEL/Customer – as per SCC – 3 copies.</li> <li>(vi) Guarantee Certificate – Original + 2 copies.</li> <li>(vii) email to BHEL for giving despatch documents for intimation of Insurance - 3 copies</li> </ul> <p><b>2. For payment against MRC:</b></p> <ul style="list-style-type: none"> <li>(i) Invoice: Original + 2 copies</li> <li>(ii) Material Receipt Certificate (MRC) issued by project site engineer of Purchaser / TANGEDCO</li> </ul>	
13.	<b>Split order condition</b>	<b>Applicable, Details as per cl.no.3 above.</b>	
14.	<b>Liquidated Damages For Supply</b>	<p>1. In the event of delay in agreed contractual delivery by the bidder / contractor, LD shall be applicable @ 0.5% per week of delay on the entire balance portion of supplies and / or services or part thereof, on the Ex-works price (in case of delay in supply by Indian bidder/ vendor &amp; indian agents of foreign bidders) / FOB price (in case of delay in supply by Foreign bidder/ vendor)/ basic</p>	

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		<p>price (in case of delay in services by all bidders/vendors), subject to 10 % of the total contract value (excluding taxes and freight). LR/ GR/ RR date for indigenous supplies and AWB/ BL date for FOB contracts shall be treated as the date of dispatch for levying LD.</p> <p>2. The parties hereby acknowledge and agree that the rate of Liquidated damages specified above, is a genuine pre-estimate of the loss to be suffered by BHEL, in the event of any delay by the bidder / contractor in supply to BHEL, without requirement for quantification/proof of Losses considering the nature of project.</p>	
15.	PBG	<p>10% of the total contract value (Supply and supervision of installation) to be submitted <b><u>within 10 days from the date of LOI</u></b>, valid till the Guarantee Period + 3 months claim period.</p> <p>This BG shall be strictly as per the prescribed format of BHEL enclosed.</p> <p>BGs of consortium banks are only acceptable (List of consortium banks enclosed), the same are to be enforceable in Bangalore. BGs to be submitted directly by the issuing bank to DGM (MM) under registered post (A/D).</p> <p>Clause no- 11.4 of general commercial terms and conditions of GCC, REV 01 shall be read as:</p> <p>The BG has to be issued in hard copy and not through SFMS. Our bank details for information are :</p> <p>Name of Bank- ICICI BANK LIMITED/ Branch Address- ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025/ Branch IFSC Code- ICIC0000002/ Account No.- 000205003783/ Nature of account- COLL A/C</p>	

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16.	<b>Contract Schedule for Supply &amp; services</b>	<p>Supply: - 3 Months from the date of LOI.</p> <p>supervision of installation of ground improvement system: - Till completion of installation of Ground Improvement as per approved drawings and as per instruction of engineering in-charge and on certification of completion of installation by the Site- In charge.</p> <p>Vendor shall depute adequate competent engineers for supervision of installation within 1-week intimation from BHEL.</p>	
17.	<b>Warranty Guarantee /</b>	<p>1. In addition to cl.No.12.1 of GCC". Bidder/vendor shall warrant/guarantee for limiting the settlements as stipulated in technical specifications</p> <p>2. The guarantee period specified in the cl.No.12.2(b) of GCC shall be read as : The warranty/guarantee shall be valid for a period of 24 months from the completion of installation, of Geocell system as certified by Engineer In-charge.</p>	
18.	<b>Latent Defect Liability</b>	<p>Latent defect liability period shall be limited to a period of 5 years from end of Warranty / Guarantee period as specified in clause 17 of SCC.</p> <p>Further,</p> <p>(i) Up to the expiry of the relevant Latent Defects Liability period, the bidder / vendor shall notify the BHEL in writing of any defect in design becoming apparent in plant elsewhere which is essentially similar to the Plant comprised in the Works and, if required to do so by BHEL, the bidder / vendor shall remedy such design defects in the Works either by repair or replacement, at his own cost and at a time specified by the BHEL to suit the BHEL's convenience.</p> <p>(ii) Within twenty-eight (28) Days of the expiry of the Latent Defects Liability Period, and subject to the bidder / vendor having fulfilled all of its obligations under this Clause to make good any defects in or damage to the Works or</p>	

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		<p>that part thereof on account of latent defects, BHEL (at the recommendation of its Site incharge) shall issue to the bidder / vendor a "Latent Defects Liability Completion Certificate" to that effect in respect of the Works or relevant part thereof.</p> <p>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 Warranty / Guarantee period.</p>	
19.	<b>Drawing Submission &amp; Approval</b>	<p>Drawing submission schedule shall be as per the attached technical specification. Obtaining drawing approval from BHEL/ customer is the responsibility of the bidder / vendor. BHEL shall however-extend all necessary assistance to the vendor in getting the approvals.</p>	
20.	<b>Insurance</b>	<p>The project is covered by MCE Insurance by BHEL.</p> <p>In case of damage / loss / theft of goods during transit, the bidder / vendors will support Purchaser (BHEL) for lodging claim with insurance company. Registering FIR with police department (as applicable). Completing all formalities with Police department &amp; Insurance surveyor will be in bidder's / vendor's scope.</p> <p>Items should be replenished / repaired by vendor against the separate order.</p>	
21.	<b>Validity of the Offer</b>	<p>90 Days from the date of the opening of the tender. In case revised price bids / impact price are sought due to revision in BOM / scope during techno- evaluation, then the revised price bids shall also be valid for another 60 days from the revised due date.</p>	
22.	<b>Inspection for (a) Supply,</b>	<p>a) At manufacturer's works, prior to dispatch by BHEL / Customer / Consultant. Inspection call with internal TC's to be given 15 &amp; 45 working days in advance for indigenous &amp; imported equipments respectively. Inspection call should be furnished in the enclosed format only.</p> <p>b) In case of failure of bidder/ vendor to offer items for inspection, , even after inspection call raised by the bidder/vendor, the expenses incurred by Customer / BHEL for travel, stay etc. shall be recovered from the bidder's / vendor's bills.</p>	

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		<p>c) No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from TANGEDCO/BHEL/ISG irrespective of inspection categories.</p> <p>d) Necessary accommodation and local transportation and any other incidental expenses including cost of national / international passage to &amp; fro shall be arranged free of cost by the bidder / vendor for the inspecting officers from TANGEDCO and their consultant, <b>(Not for BHEL's inspector)</b>, during inspection / testing at the Bidder premises or any other place.</p> <p>Date of inspection call with Internal TC will be taken as delivery date for LD purposes, provided the material is found ready &amp; acceptable during inspection.</p>	
23.	<b>Arbitration</b>	<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 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. Subject as aforesaid</p>	

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		<p>the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference. The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party. The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings.</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> <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>	
24.	<b>JURISDICTION OF COURT</b>	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.	
25.	<b>Risk Purchase</b>	If bidder / vendor fails to deliver goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses	

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		<p>or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of Order/Contract not herein specifically provided for or in the event of the death or insanity or if the bidder / vendor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act or if the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the Purchaser may be put to incur or sustain by reason of Seller/Contractor's default or breach of Order/Contract, Purchaser shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to bidder / vendor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the bidder / vendor and the bidder / vendor shall be liable to the Purchaser for any excess costs along with other charges like handling charges, LD etc and that the bidder / vendor shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The bidder / vendor shall on no account be entitled to any gain on such repurchases.</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:</p>	

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		<p>Risk &amp; Cost Amount= [(A-B) + (A x H/100)]</p> <p>Where,</p> <p>A= Value of Balance scope of Work/ Supply (*) as per rates of new contract.</p> <p>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.</p> <p>H = Overhead Factor to be taken as 5</p> <p>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> <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</p>	

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		provisions.  However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.  NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.	
26.	<b>Consignee Details</b>	Will be furnished later at the time of placing purchase order / Despatch & billing instructions.	
27.	<b>Rejection of Offers</b>	BHEL reserves the right to reject the offer, without assigning any reason in case the bidders past performance in any of the BHEL's previous contract is not found satisfactory or for any other reasons.	
28.	<b>Banned Firms</b>	The offers of the bidders/ vendors who are on the banned list and also the offer of the bidders/ vendors, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a> .	
29.	<b>MSME Units</b>	Extant regulations of GOI will be applicable. Any Bidder / vendor falling under MSME/ SC/ST category/ SSI unit shall furnish the details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer inline with extant Govt. of India guidelines. .	
30.	<b>Reverse Auction</b>	Not applicable	
31.	<b>ECS Payment</b>	Payment will be made by e-payment only and for which the bidders / vendors are to provide the following information along with their offers in their letter head dully signed. Information to be Provided: BANK NAME, BANK ADDRESS, BANK PHONE, IFSC CODE (NEFT), BANK ACCOUNT NUMBER, PAN, SERVICE TAX NUMBER, TIN, EMAIL ID.	

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Sl. No.	Clause	BHEL Requirement	Bidder's Confirmation
32.	<b>e-invoicing</b>	Compliance to e-invoicing requirements to be ensured as per extant provisions and guidelines of Govt. of India. All bidders/ 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). Mandatory valid unique Invoice Reference No. (IRN) & 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 bidder /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 bidder's / Vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.	
33.	<b>Bills Submission</b>	<ol style="list-style-type: none"> <li>1. Digitally signed scanned copy of tax Invoice along with other supporting documents as specified in the contract shall be uploaded by bidders/ vendor / 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.</li> <li>2. All bidders / Vendor/ 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.</li> <li>3. The DSC shall be registered in the name of the authorized official of the Company and shall be of Class II or III</li> </ol>	
34.	<b>Procurement from Foreign countries</b>	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	

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		extant Circulars and exceptions from Min. of Finance shall be applicable.	
35.	<b>TCS (Tax collected at source)</b>	<b>TCS Provisions On Sale Of Goods under Section 206C (1H) Of Income Tax Act, 1961.</b> All extant Provisions of Govt. of India shall be applicable. Vendor to indicate BHEL PAN No. in all invoices for TCS payment. BHEL PAN No. AAACB4146P1. Points shown in Annexure of TCS to be ensured.	
36.	<b>Approval of Sub-Vendors</b>	The supplier shall supply the materials from BHEL/TANGEDCO approved vendors only. The same vendors list is applicable for sub-vendors equipments as well.	
37.	<b>Quantity Variation</b>	BHEL reserves the right to vary the quantity to the extent of + / - 30% of the total order value is applicable up to 2 year from the date of purchase order as and if acceptable to successful vendor. Any addition in ordered scope within this specified limit is to be supplied by the vendor at the same unit rate & terms of this order.	
38.	<b>Model conciliation Clause</b>	As per annexure: Model Conciliation Clause for Conducting Conciliation Proceedings under the BHEL Conciliation Scheme, 2018.	
39.	<b>Integrity Pact</b>	Integrity Pact format is enclosed. The same is to be duly filled and submitted along with the offer without fail.  IEM details is as below –  : Name: Shri Arun Chandra Verma, IPS (Retd.)  Email: <a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>  : Name: Shri Virendra Bahadur Singh, IPS (Retd.)  Email: <a href="mailto:ybsinghips@gmail.com">ybsinghips@gmail.com</a>	

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40.	<b>Other Terms General</b>	a) Price Bid to be submitted as Part – 2 bid strictly as per the Price Format enclosed to this enquiry. Unprice copy of Price Bid along with duly filled in format of special condition of contract (SCC) to be submitted as per of Part – 1 bid, for BHEL evaluation. b) Bidder to submit their quotation as per our enquiry confirming all points in this special condition of contract (SCC) otherwise your offer may be liable for rejection. In case any deviations are inevitable from BHEL requirement the same has to be clearly stated in the deviation format enclosed, which are subject to further discussion / withdrawal during techno-comm. evaluation of bids. In case any terms and conditions are not accepted, your offer likely to be rejected / loaded as per the loading sheet enclosed to this enquiry. Hence, bidders are requested to confirm on the terms and conditions as stipulated in the NIT/Enquiry. c) BHEL reserves the right to reject bidders with unsatisfactory past performance.  <b>If any column or row not filled by the vendor, shall be treated as accepted / included.</b>	
41.	<b>Despatch &amp; billing instructions</b>	To be issued in due course of time to the successful bidder / vendor.	
42.	<b>Quality assurance programme / Occupational Health, safety &amp; environment management</b>	As per attached GCC & Technical specification.	
43.	<b>Ethics In Business Dealings</b>	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a> .  1.0 Integrity, commitment, performance of the contract and punitive action thereof: 1.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.	

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		<p>1.2 Commitment by Bidder/Supplier/Contractor:</p> <p>1.2.1 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.</p> <p>1.2.2 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.</p> <p>1.2.3 The bidder/supplier/contractor will perform/execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business/money/reputation, to BHEL.</p> <p>If any bidder/supplier/contractor during pre-tendering/ tendering/post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the India Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/supplier/contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and/or under applicable legal provisions.</p>	
44.	<b>Fraud prevention policy</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>	

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45.	Mobilisation advance	<u>No</u> mobilization advance will be paid to the bidder /vendor/ contractor.	
46.	Registration in GeM portal.	All indigenous bidders/ vendors to register themselves in GeM portal ( <a href="https://gem.gov.in">https://gem.gov.in</a> ) and share the GeM Seller ID with BHEL.	
47.	Interest on Amounts	No interest shall be payable upon the earnest money or the security deposit or BG or any other amounts payable to the bidder/ vendor under the contract.	

**Notes:**

A	1. Bidders are requested to give their confirmation / acceptance for BHEL special condition of contract (SCC) without any deviations. Deviations if any are to be innly in the attached deviation format. Bid with deviations may be liable for rejection and the decision of BHEL will be final in this regard
B	No prices to be filled in SCC format. All prices are to be filled up only in the Price bid format.
C	All the columns of the above format should be filled and any column if left blank will be treated as accepted / included.
D	Signed special condition of contract (SCC) and un-priced price bid to be submitted with the Techno - commercial bid only (Part-1). special condition of contract (SCC) shall be submitted along with the technical bid. Otherwise your offer will be considered incomplete and will be rejected.
E	Increase in existing GST rate including new taxes and levis due to statutory variation regulated by Government beyond the delivery schedule will be to bidder's account. If the delay is attributable to the bidder and payment of taxes and duties shall be made as below The actual taxes and duties applicable as on the date of supply or as applicable on the scheduled date of supply whichever is less shall be taken on the basis of arriving at the payment to be made.
F	Un Priced bid to be enclosed with techno-commercial bid (Part-1). Respective columns of the un-priced bid to be filled with "QUOTED" as an indication that the price for the item has been indicated in the sealed price bid. Any column if left blank in the un-priced bid will be deemed to have been included.
H	In case there is no change in the technical scope and /or specifications and / or commercial terms & conditions, the bidder/s shall not be allowed to change his/their price bids.
I	Vendors to submit signed & stamped copy of all the documents of this enquiry along with the techno-commercial bid (Part-1). All the sheets submitted in the offer shall be stamped & signed by the authorized signatory. Offer shall be submitted through e-procurement portal.
J	Consideration of bidders offer is subjected to customer approval.
I	All pages shall be signed by main bidder / vendor only along with necessary seal. In case any pages are / is signed by other vendor / Sub-vendor, such offer is liable for rejection.

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