

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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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.	ITEM/ WORK DESCRIPTION	Weigh Bridge Package, as per Technical Specifications and Terms & Conditions.
2.	PROJECT NAME	5X800MW Yadadri TPS
3.	SITE LOCATION	Location: Veerlapalem village, Damarcherla Mandal, Nalgonda District Telangana State, India PIN- 508208 Nearest Railway Station: Vishnupuram, 12.7 KM from Veerlapalem village Nearest Airport: Hyderabad, 186 KM from Veerlapalem village Nearest sea port: Vishakapatnam, 500 KM from Veerlapalem village Access by road: Miriyalaguda, 28.8 KM from Veerlapalem village Major Towns / Cities: Miriyalaguda
4.	CONSIGNEE DETAILS/ SHIP TO	The Asst. Divisional Engineer (Stores) Construction Division, Yadadri TPS (5X800 MW), Dameracherla (Mandal), Veerlapalem (Village), Distt.- Nalgonda Telangana Pin: 508355 A/C BHEL-ISG GSTIN of TSGENCO/ Telangana State: 36AAFCT0257Q3ZT Any change in the details shall be provided at the time of dispatch clearance.
5.	BUYER/ BILL TO for Supply of Goods	BHEL-Industrial Systems Group Post Box No.:1249, Prof. CNR Rao Circle, IISc Post, Malleswaram, BANGALORE – 560012 GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB Any change in the details shall be provided at the time of dispatch clearance.
6.	BUYER/ BILL TO for Supply of Services	RESIDENT MANAGER / BHEL-ISG BHEL-ISG SITE OFFICE Yadadri TPS, 5x800 MW Veerlapalem village, Damarcherla Mandal, Nalgonda District Telangana State, India PIN- 508208 GSTIN No. of BHEL / Telangana state: 36AAACB4146P1ZG Any change in the details shall be provided at the time of dispatch clearance.

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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7.	MODE OF DISPATCH	Equipment to be despatched by road/ rail/ air/ Sea on freight prepaid and on door delivery basis. Consignee copy of LR to be sent with consignment.
8.	INSURANCE	<p>As per clause no. 17.0 of general commercial terms & conditions of GCC (Rev.01).</p> <p>In case of damage / loss / theft of goods at any stage starting from “in transit” till “final handing over to BHEL”, the vendor/ contractor 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 vendor/ contractor within 15 days of the notice of such incidence. Responsibility of completing all formalities with Police department & Insurance surveyor will be with the vendor/ contractor.</p> <p>In case the claim is not honored by the insurance company for the lapses of vendor/ contractor, the vendor/ contractor shall arrange for repair / replacement of such items without any cost implication to BHEL.</p> <p>In case the claim is proved and accepted or not accepted by insurance company, and is on account of no lapses from the vendor/ contractor, then BHEL will issue separate order to the vendor/ contractor or amend the existing order for the repair/ replacements and the vendor/ contractor 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. BHEL may also decide to procure certain missing/ damaged items from other sellers and in such cases the items supplied by BHEL shall be erected/ installed by the vendor/ contractor for making good of the damages and ensure proper functioning of the complete system.</p> <p>The vendor/ contractor shall send Prior Dispatch intimation to the Insurance agency about the value of consignment, dispatch details, along with copy of invoice, LR / RR, Packing List/ delivery Challan indicating the items dispatched (with their weights). A copy of the above intimation shall also be sent by the vendor/ contractor to BHEL.</p>
9.	PROVISION OF FACILITIES AT SITE	<p>a) Electricity:- Construction Power at 415 V (3 phase) level shall be provided at one point in the project "Site" free of cost.</p> <p>b) Water:- Construction water shall be provided free of cost at one point.</p>
10.	GUARANTEE FOR PLANT/ EQUIPMENT/ STORES	<p>As per cl. no. 12.0 of General Commercial Terms & Conditions of General Conditions of Contract (GCC), Rev.01.</p> <p>Twenty four (24) months from the date of supply for respective sets or 12 months from the date of commissioning of the respective sets whichever is earlier.</p>
11.	PERFORMANCE BANK GUARANTEE	<p>Clause no- 11.2 of general commercial terms and conditions of GCC, REV 01 shall be read as:</p> <p>The vendor shall submit Contract Performance Bank Guarantee (as per the format given in Annexure-I to this SCC) for 5% of Order/ Contract value (excluding taxes, duties & freight) to cover the due performance of Order/ Contract and to fulfill the guarantee conditions stipulated in the Order/Contract. However, BG value can be</p>

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---	---------------------------------	--	---


		<p>proportionality reduced after completion of Guarantee period Set-wise (As per the sets defined in the Technical specifications), upon completion of guarantee period of the respective Set (PBG reduction is allowed thrice over the period of the contract).</p> <p>Clause no- 11.4 of general commercial terms and conditions of GCC, REV 01 shall be read as:</p> <p>Validity of the Bank Guarantee shall be for the entire Guarantee period + 3 months claim period. Initial validity should be at least Date of supply as per delivery schedule + Gurantee Period + 3 months (from the date of LOI) + 03 months claim period, later extended to cover the guarantee period, two months before its expiry.</p> <p>Vendor shall submit Bank Guarantee within 30 days from the date of Letter of Intent (LOI).</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 the time the bills become due, the amount of such enhanced performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.</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> <p>The Bank Guarantee shall be sent to the tender inviting officer under registered post (A/D).</p> <p>Note: In Case of Bank Guarantees submitted by Foreign Vendors-</p> <ol style="list-style-type: none"> From Nationalized/ Public Sector/ Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in Bangalore i.e. Demand can be presented at the Branch located in Bangalore. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
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 	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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		<p>b.1 In such cases, the Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). All charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Vendor.</p> <p>b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl. no. b.1 will required to be followed.</p> <p>b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).</p> <p>b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.</p>
12.	DELIVERY SCHEDULE	Delivery completion schedule as per Annexure-VII of SCC

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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13.	EXTENSION OF TIME FOR COMPLETION	<p>a) If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the successful bidder shall request for extension of the contract, along with reasons for delay & 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 worked out by BHEL. Within this period of 'Time extension', the successful bidder is bound to complete the portion of backlog attributable to the successful bidder. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.</p> <p>c) However if any 'Time extension' is granted to the successful bidder to facilitate continuation of work and completion of contract, due to backlog attributable to the successful bidder alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to The successful bidder, in addition to any other actions BHEL may wish to take at the risk and cost of Successful bidder.</p> <p>d) The balance amount of work to be completed during the period of 'Time Extension' shall be notified by BHEL to the bidder / contractor. Review of the said work completion 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>
14.	INSPECTION AGENCY	Inspection shall be carried out by end customer/ end customer's consultant/ BHEL/ Third Party Inspection Agency. Details as per Technical Specifications.
15.	INSPECTION	As per clause 14.0 of General Commercial Terms & Conditions of GCC (Rev.01). The quality assurance plans, test certificates, type test certificates, if any, wherever necessary shall be submitted for review and approval of TSGENCO. The SHOP INSPECTIONS WHEREVER necessary shall be intimated well in advance for enabling TSGENCO for arranging to carry out the inspection.

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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16.	PRICE BASIS	<p>Lumpsum/ Turnkey Package (Supply + E&C),</p> <p>PVC as per clause No.22 of SCC</p> <p>Evaluation Criteria: On total landed cost to BHEL basis</p> <p>Total cost = Ex-Works price (inclusive of packing & forwarding charges) + freight charges + cost of Services+ Applicable Taxes & duties – Applicable input tax credit</p> <p>Input tax credit is availed for GST, hence the same is excluded for arriving at the landed cost. Goods & Service Tax (GST) is payable extra at actuals.</p> <p>Terms of Delivery- Delivery shall be on Ex Works. Insurance shall be in BHEL scope. Transportation of goods up to Destination shall be arranged by vendor on behalf of BHEL.</p> <p>Freight Charges Freight charges shall be indicated separately in the price format, and shall be payable on pro rata basis based on the Ex-works price indicated in BBU.</p> <p>Clause 8.1 of General Commercial Terms & Condition of GCC (Rev.01) is not applicable to this tender/ contract.</p>
17.	CUSTOM CLEARANCE	<p>Custom clearance for all the items imported into the project shall be in bidder’s scope. Custom duty, IGST and any other tax imposed by relevant agencies for Custom/ clearance shall be reimbursed by BHEL on submission of Bill of Entry in the name of BHEL.</p>
18.	Ordering Methodology	<p>The order for the total scope shall be placed as below:</p> <ul style="list-style-type: none"> a) Purchase Order shall be issued for supply of goods including spares b) Work Order shall be issued for supply of services like E&C, PG Test, Handing Over etc.
19.	PAYMENT TERMS	<p>As per cl. no. 9.0 of General Commercial Terms & Conditions of GCC (Rev.01).</p> <p>The Terms of payment shall be as under:</p> <p>A. For Supply of Goods (Main Supply):</p> <ul style="list-style-type: none"> i. Eighty Five percent (85%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable) shall be payable against clean receipted LR/ proof of receipt at site .Invoices will be raised for 100% basic price of materials and freight charges on pro-rata basis.

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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		<p>Freight charges shall be payable against clean receipted LR/ proof of receipt at site on pro-rata basis along with MRC bills.</p> <p>ii. Ten percent (10%) of basic price of materials supplied and freight charges will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser.</p> <p>iii. Five percent (5%) of the total basic price of materials shall be released on successful completion of the Performance Guarantee (PG)/Demonstration Test at site/ handing over of the respective sets to BHEL/TSGENCO</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. For Supply of Goods (Commissioning Spares & Mandatory Spares):</p> <p>i. Eighty-five (85%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable) and 100% freight charges (as applicable), shall be payable against clean receipted LR on pro-rata basis.</p> <p>ii. Fifteen percent (15%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser.</p> <p>C. For Services (E&C, PG Test, Handing over etc.)</p> <p>i. Ninety percent (90%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be payable on submission of protocols, duly signed by BHEL Site/Owner.</p> <p>ii. Five percent (5%) of the total value shall be payable on successful commissioning of respective set as per certification of BHEL/TSGENCO</p> <p>iv. Five percent (5%) of the total value shall be payable on successful completion of the Performance Guarantee (PG)/Demonstration Test at site/ handing over of the respective set to BHEL/TSGENCO</p> <p>Clause no. 9.1, 9.2, 9.3, 9.4, 9.5, note 2 to 5 & 7 of clause no. 9.6, 9.12 of General Commercial Terms & Conditions of GCC (Rev.01) are not applicable for this tender/ contract.</p> <p>TDS shall be as per Indian IT act and GST provisions.</p>
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20.	Standard Payment term	<p>Refer clause 9.6 of General Conditions of Contract (GCC), Rev.01 Note 2 to 5 &7 of clause no. 9.6 are not applicable for this tender.</p> <p>Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. No loading will be done if foreign bidder agrees for LC with 120 days usance period. Any reduction in credit period, loading shall be for the period of relaxation sought on the value payable through LC, based on base rate of SBI (as applicable on date of Techno-Commercial Bid Opening) + 6%. Payment through LC is subject to following:</p> <ul style="list-style-type: none"> i. LC is applicable only for <u>amounts payable in foreign currency against Supply (i.e. Despatch & MRC).</u> (Engineering/ Drawing submission, Advances, Stage / Final payments shall not be through LC) ii. LC shall be opened for the value of despatches scheduled for a quarter as mutually agreed. iii. All LC related Bank charges including LC amendments (if any) shall be to the bidder's account. iv. Payment against dispatch documents through Bank is not applicable for this tender/ contract.
21.	Mobilization advance/ interest bearing recoverable advance	Not applicable for this tender/ contract.
22.	Price Variation/ Over-run compensation/ rate revision	<p>ORC shall not be applicable for this tender/ contract.</p> <p>PVC shall not be applicable for Mandatory Spares. PVC shall not be applicable for Commissioning Spares.</p> <p>PVC shall be applicable for main supply and Erection & commissioning</p> <p>PVC is not applicable in case of extension where delay is attributable to vendor (if any). PVC is limited to the original contract period and for extended period (where delay is not attributable to vendor), subject to a ceiling of (+/-) 20% of the ex-works price for supply and Erection & commissioning.</p> <p>Prices for mandatory spares, commissioning spares, and Freight shall be firm, valid till completion of contract. The Contract Price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour, and material components etc. in accordance with the provisions specified in annexure – VI of SCC.</p>

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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23.	QUANTITY VARIATION	Not Applicable. Clause 6.0 of General Commercial Terms & Conditions of GCC (Rev.01) is not applicable to this tender/ contract.
24.	Interest on Amounts	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.
25.	LIQUIDATED DAMAGES FOR DELAY IN COMPLETION	As per clause 16.0 of General Commercial Terms & Conditions of GCC (Rev.01). Cl. No. 16.2.1 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as: Purchaser reserves the right to recover from the Seller/ Contractor, as agreed Liquidated Damages, and not by way of penalty, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. Liquidated Damages shall be applicable on supplies and spares for order/ contract value of the delayed Set, as per the sets defined in Technical specifications, and as per the Set wise delivery stipulated in the Delivery Schedule. However, the total LD amount shall be limited to 7.5% of total order value. (excluding taxes, duties and freight) The departmental charges mentioned under clause no. 16.2.2 and 16.2.3 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as '5%' instead of '15%'. Note Sl. No. 1, 3 of clause no. 16.2.1 of General Commercial Terms & Conditions of GCC (Rev.01) is not applicable for this tender/ contract.
26.	INTEGRITY PACT	NA
27.	Documents to be submitted by vendor for Indigenous bidders/ supplies	As per clause 9.7 of General Commercial Terms & Conditions of GCC (Rev.01). A) For Supply of goods (Main Supply)- 1st 85% payment and Mandatory spares- 1st 85% payment: i) Original GST Invoice- Original for Buyer- for Indigenous Supplies ii) Original Invoice + Original Bill of Lading- for Imported Supplies iii) Copy of clean receipted LR/ Courier Receipt LR/ GR/ RR etc. (as applicable) iv) Copy of Packing List/ Delivery Challan- clearly showing number of packages, gross weight and net weight etc. v) Copy of E-Way Bill (if applicable) vi) Copy of MDCC/ Dispatch Clearance issued by BHEL

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	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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28.	DISPATCH MARKINGS	<p>Each package/ Drum delivered under the Contract shall be marked by Supplier as per details listed below and such marking must be distinct and in English language.</p> <ol style="list-style-type: none"> 1) Name and address of the consignee (to be intimated at the time of dispatch clearance) 2) Dispatched by: (Vendor name): A/c BHEL ISG, Bangalore 3) LR No 4) Package No./ Total Package No eg: 1 of N, 2 of N; where N=Total no of packages in a particular consignment. 5) Type of Supply: "Main equipment supply"/ "Mandatory Spares"/ "Commissioning Spares" as the case may be. <p>Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.</p>
29.	TAXES & DUTIES	<p>All taxes, excluding GST, but including charges, royalties, any state or central levies and other taxes for supply of materials and execution of the contract shall be borne by the bidder and the same shall be included in the basic price quoted by the bidder. Variation in all such taxes & duties, which are included in the basic price, at any stage during execution of the contract, including extension of the contract, shall have to be borne by the bidder.</p> <p>Percentage of applicable GST & the HSN codes are to be indicated separately</p> <p>GST as applicable shall be payable extra at actual against submission of original GST invoice along with all supporting documents. Terms & Conditions of GST shall be as per Annexure-IV enclosed.</p> <p>Bidder/ vendor/ contractor to intimate BHEL (by email, in case of supply of goods), within two working days from the date of removal, along with legible scanned copy of all relevant details & documents like tax invoice, packing list, delivery challan, Lorry/ Courier Receipt etc.</p> <p>All bidders/ vendors to note that this project is a NON Mega Power Project. However, Essentiality certificate shall be issued by TSGENCO (Customer/ Owner) for availing concessional custom duty under project Import Regulations.</p> <p>Essentiality certificate shall be issued by TSGENCO through BHEL for the items to be imported by the vendor for availing concessional duty.</p> <p>The bidder has to indicate in their offer, the import contents (if any) for the package i.e. list of items along with qty., currency of import, country of import & CIF value. This shall be indicated in the Price Bid of the bidder. In case CIF content is not indicated in the Price Bid, essentiality certificate shall not be issued by BHEL. Un-Priced copy of list of items along with import currency considered in the CIF shall be submitted along with the Part-1 bid.</p>

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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		<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>Any new taxes & duties, if imposed subsequent to date of tender opening (Part-1 bid), by statutory authority during contract period (including extensions, if delay is not attributable to the vendor/ contractor), shall be reimbursed by BHEL on production of relevant supporting documents and original payment receipts (if applicable) to the satisfaction of BHEL. However, vendor/ contractor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/ or abolition of all existing taxes must be passed on to BHEL, by the vendor/ contractor, against new taxes & duties, if any, introduced at a later date. The benefits shall be passed on in terms of commensurate reduction in the basic price.</p> <p>Clause No. 4.1, 4.2, 4.3 of General Commercial Terms & Conditions of GCC (Rev.01) are not applicable to this tender/ contract.</p>
30.	E-Way bill	If E-Way bill is to be generated by the bidder for transport of materials to the Project site, same shall be arranged by the bidder.
31.	ECS PAYMENT	Payment will be made by ECS only and for which the vendors are to provide the following information along with their offers in their letter head duly signed. , Information to be provided: BANK NAME, BANK ADDRESS, BANK PHONE, IFSC CODE (NEFT), BANK ACCOUNT NO., PAN NO., GSTIN, E-MAIL ID. Vendor shall also submit a cancelled cheque along with the first bill.
32.	BILLS SUBMISSION	As per clause 9.7.6 of General Commercial Terms & Conditions of GCC (Rev.01).
33.	DRAWING SUBMISSION AND APPROVAL	As per technical specification.
34.	FINAL DRAWINGS/ DOCUMENTS SUBMISSION	As per technical specification.
35.	APPROVAL OF SUB-VENDORS	As per technical specification.
36.1	RISK PURCHASE	As per clause 26.0 of General Commercial Terms & Conditions of GCC (Rev.01). Clause no. 26.2 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as:

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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		<p>Recovery on account of Purchases/works made by Purchaser at the Risk & Cost of Seller/ Contractor shall be worked out as follows:</p> <p>Risk and Cost against Balance Work: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract. B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>*(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract'/ Risk and cost notice,, shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter/ Risk and cost notice,, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. The departmental charges mentioned under clause no. 16.2.2 and 16.2.3 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as '5%' instead of '15%'</p> <p>NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.</p>
39.2	LD against delay in executed work/ supply in case of	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.

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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	Termination of Contract	<p>Method for calculation of “LD against delay in executed work/ supply” is given below.</p> <ol style="list-style-type: none"> Let the time period from scheduled date of start of work till termination of contract/ Risk and cost notice, excluding the period of Hold (if any) not attributable to contractor/ supplier= T1 Let the value of executed work/ supply till the time of termination of contract/ Risk and cost notice, = X Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract / Risk and cost notice, = Y Delay in executed work/supply attributable to contractor/supplier i.e. $T2 = [1 - (X/Y)] \times T1$ LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking “X” as Contract Value and “T2” as delay attributable to contractor/ supplier. <p>Note: In case portion of work/ supply is withdrawn, no LD shall be applicable for portion of work/ supply withdrawn.</p>
37.	ARBITRATION	<p>Clause no. 32.0 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as:</p> <p>All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the 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>

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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		<p>Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.</p> <p>It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.</p> <p>The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference.</p> <p>The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party.</p> <p>The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings.</p> <p>The 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> <p>The Conciliation scheme for conducting proceedings under the BHEL conciliation scheme 2018 shall be as per Appendix-A enclosed.</p> <p>Clause no. 32.1, 32.2 & 32.3 of General Commercial Terms & Conditions of GCC (Rev.01) are not applicable to this tender/ contract.</p>
38.	LAWS GOVERNING THE CONTRACT	<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>

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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39.	JURISDICTION OF COURT	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.
40.	CONSEQUENTIAL DAMAGE	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.
41.	LIMITATION OF LIABILITY	<p>Vendor/ Contractor's liability under the Contract shall be limited as below:</p> <ul style="list-style-type: none"> (i) Maximum ceiling for Liquidated Damages on account of delay in completion as per cl. No. 25 mentioned above. (ii) Maximum ceiling for Liquidated Damages on account of shortfall in Guarantee Power Consumption/ Guaranteed Performance Parameters as per cl. No. 26 mentioned above. (iii) Overall maximum ceiling for Liquidated Damages on account of delay in completion and shortfall in power consumption/ guaranteed performance parameters as per cl. No. 27 mentioned above. (iv) Implications of "Risk & Cost" as per cl. No. 39 and "Arbitration" as per cl. No. 40 mentioned above. <p>Other than those specific remedies stated in this Contract, liquidated damages shall be Purchaser's sole remedy for (i) Contractor's delay or (ii) shortfall in Performance Guarantees.</p> <p>Payment of the above Delay Liquidated Damages shall not affect or prejudice in any way or manner Purchaser's right to terminate the Contract, operating "Risk & Cost" nor shall any termination of Contract prejudicially affect the Purchaser's right to recover any accrued Delay Liquidated Damages or release the Contractor from any obligation for payment thereof.</p>
42.	Extra Works	In case of any extra item/ work, outside the scope of work of this system/ package as per the Technical Specifications and Terms & Conditions of the tender, which eventually becomes necessary for completion of facilities for the system/ package, BHEL may ask the successful bidder to do such works. In such events the work shall be executed by the bidder at mutually agreed prices.

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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43.	FRAUD PREVENTION	<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 http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."</p>
44.	SSI Unit/ MSE	<p>Any Bidder falling under MSME/ SC/ST category/ SSI unit shall furnish the details & submit documentary evidence i.e Udyam Registration Number awarded as per MoMSME GOI . in support of the same along with their techno-commercial offer. 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.</p> <p>MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of Udayam Certificate. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above-required documents are to be uploaded on the portal.</p>
45.	Purchase preference for Make in India	<p><i>For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against the NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. Vendors are requested to go through the above mentioned orders and furnish the required documents as specified in the NIT.</i></p> <p>The subject tender/ contract shall be considered as "NOT DIVISIBLE".</p> <p>The local supplier shall provide the following documents along with the Part-1 bid:</p> <ol style="list-style-type: none"> 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. 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. iii. In case the declaration of local content as mentioned above is not submitted under part-1 bid by any bidder, the local content for such bidders shall be considered as less than 50% for the purpose of purchase preference under this clause. <p>For the purpose of inviting the local suppliers to match the L1 price for purchase preference, the margin for purchase preference shall be considered based on the</p>

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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		original price and ranking obtained in the tender. However, BHEL reserves the right to negotiate with the L1 bidder to arrive at a final L1 price.
46.	Order of Precedence of Documents	a) Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL. b) Notice Inviting Tender c) Special Conditions of Contract (SCC) d) Technical specifications & Documents e) General Conditions of Contract (GCC)
47.	Other terms & Conditions	As per General Conditions of Contract (GCC), Rev.01.
48.	Procurement from Foreign countries	Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services/works including turnkey projects only if the bidder is registered with Competent Authority. All extant Circulars and exceptions from Min. of Finance shall be applicable.
49.	Others	Annexure-X of GCC (Rev.01) is not applicable. Please refer Annexure-II to this SCC for list of consortium Banks.
50.	Terms & Conditions to be complied under GST regime:	1 In case of High Sea Sales transaction, customs clearance of the consignment landed on Indian Sea/Air ports will be done by vendor in name of BHEL . 2. All warehousing charges due to delay in submission of complete and or correct HSS documents to BHEL will be to supplier’s account only. Such recovery will be made out of any of the available bills (Refer Annexure V). 3. Statutory deductions, if any, will be made and the deduction certificate shall be issued. A. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act. In addition to the above, Foreign vendors shall also submit relevant details of their bankers like Swift Code, Banker’s Name &Address etc. B. TDS deduction as per section 51 of CGST Act,2017 shall be applicable as per Gazette Notification No. 50/2018-Central Tax, Dated: 13th September 2018. TDS deduction is also applicable on purchase of goods

	<p align="center">INDUSTRIAL SYSTEMS GROUP</p>	<p align="center">SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00</p>	<p align="center">5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001</p>
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		<p>as per the latest notification under section 194Q, and subsequent notification(s) as and when released by</p> <p>Govt. authorities.</p> <p>4. Procurement of Goods/ Works/ Services/ Consultancy Services [under clause relating to “Income Tax and</p> <p>Corporate Tax” or “TDS” of Model ITBs]</p> <p>a) Provision w.r.t. TDS on Purchase of Goods under section 194Q of Income Tax Act applicable from</p> <p>01.07.2021 is as under:</p> <p>i. TDS as applicable will be deducted by BHEL under section 194Q of the Income Tax Act, 1961</p> <p>on Purchases exceeds, the amount of Rupees. 50 Lakhs or limit defined therein from time to</p> <p>time during the financial year under the Indian Income Tax act 1961.</p> <p>ii. Since BHEL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as</p> <p>per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.</p> <p>b) Higher rate of TDS for non-filers of ITR as per Section 206AB of Income Tax Act, 1961, in case of any vendor who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to Rs. 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:</p> <p>(i) Twice the rate mentioned in relevant TDS section.</p> <p>(ii) Twice the rate or rates in force</p> <p>(iii) 5%</p> <p>5. Incomplete documentation will not be accepted. Delayed submission of invoice / documents may result in</p>
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	<p align="center">INDUSTRIAL SYSTEMS GROUP</p>	<p align="center">SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender</p> <p align="center">Revision No.00</p>	<p align="center">5X800MW Yadadri TPS, Nalgonda Dist, Telangana State</p> <p align="center">IS-1-15-2001</p>
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		<p>corresponding delay in payment. In this connection, request to also refer clause: G about invoicing & payment</p> <p>formalities under GST regime.</p> <p>Applicable documents shall be submitted to the purchaser at the time of execution of supplies/services for</p> <p>availing GST input credits.</p> <p>IMPORT PROCUREMENT c. ___% of basic value will be paid against usance draft of 45 days from the date of AWB/BOL on submission of complete set of documents.</p> <p>HIGH-SEA SALES PROCUREMENT e. ___% of basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation, whichever is later</p> <p>Terms & Conditions to be complied under GST regime:</p> <ol style="list-style-type: none"> 1. The Bidder shall mention Bidder’s GSTIN number in all quotations and Invoices submitted. 2. The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted. 4. Invoice submitted should be in the format as specified under GST Laws viz., all details as mentioned in Invoice Rules like GST registration number(GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST,IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment. 5. Payment of GST to Vendor will be made only if it is matching with data uploaded by the Vendor in GST portal. 6. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/ leviable on BHEL. 7. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL
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	<p align="center">INDUSTRIAL SYSTEMS GROUP</p>	<p align="center">SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender</p> <p align="center">Revision No.00</p>	<p align="center">5X800MW Yadadri TPS, Nalgonda Dist, Telangana State</p> <p align="center">IS-1-15-2001</p>
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		<p>towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.</p> <p>8. Vendor should intimate BHEL immediately on the same date of invoicing without any delay.</p> <p>9. 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 supplies, within the calendar month notified by BHEL.</p> <p>10. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.</p> <p>11. As per Notification 88/2020-Central Tax dated 10th November 2020 (applicable w.e.f. 01 January 2021), the turnover for applicability of E-invoicing provisions has been reduced from 500 crores to 100 crores. In other words, registered person [other than a SEZ unit and those referred in Rule 54(2), 54(3), 54(4) and 54(4A) of the CGST Rules], whose aggregate turnover in any preceding financial year from 2017-18 onwards exceeds 100 crores, is required to comply with the requirement of IRN and QR code in respect of supply of goods or services or both to a registered person or for exports.</p> <p>Evaluation will be done on the basis of “Landed cost to BHEL ISG , Bangalore wherever applicable”. BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed Ranking (L-1, L-2 etc.) will be done only for the Techno-Commercially acceptable offers.</p>
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	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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Annexure-I

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited 1 (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House at Siri Fort, New Delhi- 100049 through its Unit at BHEL- Industrial Systems Group, Bangalore having awarded to (Name of the Vendor/ Contractor/ Supplier) having its registered office at _____ 2 hereinafter referred to as the 'Contractor/ Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated3 valued at Rs.....4 (Rupees -----)/FC.....(in words.....) for5 (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, (hereinafter referred to as the Bank), having registered/ Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .


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

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

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

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

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

	<p align="center">INDUSTRIAL SYSTEMS GROUP</p>	<p align="center">SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender</p> <p align="center">Revision No.00</p>	<p align="center">5X800MW Yadadri TPS, Nalgonda Dist, Telangana State</p> <p align="center">IS-1-15-2001</p>
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The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 8
- b) This Guarantee shall be valid up to9
- c) Unless the Bank is served a written claim or demand on or before _____10 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 PROJECT/ SUPPLY DETAILS

5 BG AMOUNT IN FIGURES AND WORDS


6 VALIDITY DATE

7 DATE OF EXPIRY OF CLAIM PERIOD

8 BG AMOUNT IN FIGURES AND WORDS.


9 VALIDITY DATE

10 DATE OF EXPIRY OF CLAIM PERIOD

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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Annexure-II

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

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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Annexure-III

Certificate by Chartered Accountant on Letter Head

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

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

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

(Strike off whichever is not applicable)



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

OR

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

Date: (dd/mm/yyyy)


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

 	<p align="center">INDUSTRIAL SYSTEMS GROUP</p>	<p align="center">SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender</p> <p align="center">Revision No.00</p>	<p align="center">5X800MW Yadadri TPS, Nalgonda Dist, Telangana State</p> <p align="center">IS-1-15-2001</p>
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Annexure-IV

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.

	<p align="center">INDUSTRIAL SYSTEMS GROUP</p>	<p align="center">SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender</p> <p align="center">Revision No.00</p>	<p align="center">5X800MW Yadadri TPS, Nalgonda Dist, Telangana State</p> <p align="center">IS-1-15-2001</p>
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- 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 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.

	<p align="center">INDUSTRIAL SYSTEMS GROUP</p>	<p align="center">SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender</p> <p align="center">Revision No.00</p>	<p align="center">5X800MW Yadadri TPS, Nalgonda Dist, Telangana State</p> <p align="center">IS-1-15-2001</p>
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Annexure-V

BANK GUARANTEE FOR ADVANCE/ DRAWING LINKED PAYMENT

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY


Dear Sirs,

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

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

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

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

	<p align="center">INDUSTRIAL SYSTEMS GROUP</p>	<p align="center">SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender</p> <p align="center">Revision No.00</p>	<p align="center">5X800MW Yadadri TPS, Nalgonda Dist, Telangana State</p> <p align="center">IS-1-15-2001</p>
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We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.


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

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

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

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

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

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

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

² NAME OF VENDOR /CONTRACTOR / SUPPLIER

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS


⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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Annexure-VI of SCC

Price Variation Clause (PVC)

PRICE ADJUSTMENT FOR MAIN SUPPLY EXCLUDING MANDATORY SPARES

- (i) 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 :
- (ii) The price adjustment provisions shall be applicable separately for price components relating to Supply of Equipments, erection and commissioning, as per price break-up furnished by the Contractor. The price adjustment is subject to a ceiling of (+/-) 20% of the said price component.
- (iii) Only following components of the Contract Price will be subject to Price adjustment :
 - (a) Ex-Works (India) Price of Plant and Equipments excluding Mandatory Spares manufactured within the Employer's Country and Type Tests Charges and FOB Price Component for Plant and Equipments excluding Mandatory Spares supplied from abroad and Type Tests Charges
 - (b) Installation Price Component of Contract Price consisting of Erection portion
- (iv) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract.
- (v) The indices for price adjustment shall necessarily be of the country of origin of goods/labour and shall be well established and nationally recognised in that country. Preferably Government indices shall be used.
- (vi) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (iii) above shall be as stipulated hereinafter.

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


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:

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

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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Where

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

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

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

- The fixed portion of the Ex-Works / FOB Component of the Contract Price (F) shall be 0.15.
- a,b,c etc. shall be co-efficients of major materials/items involved in the Ex-Works / FOB Component of the Contract Price. The sum of these co-efficients shall be between 0.50 to 0.60.
- A,B,C etc. shall be published price indices of corresponding major materials/items. Such indices shall necessarily be of the country of origin of goods.
- 'Lb" shall be co-efficient for labour component in the Ex- Works/FOB Component of the Contract Price which shall be between 0.25 to 0.35.

'L' shall be labour index.



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

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

$$f=Z_0/Z_1$$

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

For the indices, subscript 'o' refers to indices as on 30 days prior to date of opening of Techno commercial bid Part-1. For 'Zo' subscript '0' refers to value as on the date of opening Techno commercial bid Part-1

 	<p style="text-align: center;">INDUSTRIAL SYSTEMS GROUP</p>	<p style="text-align: center;">SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender</p> <p style="text-align: center;">Revision No.00</p>	<p style="text-align: center;">5X800MW Yadadri TPS, Nalgonda Dist, Telangana State</p> <p style="text-align: center;">IS-1-15-2001</p>
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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 Letter of Award to the date of shipment/despatch, for material.

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


In case of shipments/despatches which are delayed beyond the schedule date of shipment/despatch for reasons attributable to the Contractor the price adjustment provision shall not be applicable for the period 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 above formula for price adjustment will be applicable if the currency in which the Contract Price is expressed is different from the currency of the country of origin of labour and material indices. In other cases, formula shall be applied without the Exchange Rate Correction Factor 'f'.

(viii) The following components of the contract price shall not be subject to price adjustment and shall remain firm during the execution of the contract:

- a) Ocean Freight and Marine Insurance for Plant and Equipment, mandatory spares and recommended spares
- b) Ex-works/FOB price component for Mandatory spares & Recommended Spares.
- c) Inland Transportation charges (including Inland Transit Insurance, port clearance, port handling & port charges) for plant & equipment and Spare Parts
- d) Type Test Charges

(ix) The value of co-efficients and 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 PVC Format Annexure-I

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender Revision No.00	5X800MW Yadadri TPS, Nalgonda Dist, Telangana State IS-1-15-2001
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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 (+/-) 20% of the said price component for erection, and commissioning.
- (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 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

$$ER = ER1 - ER0$$

ER1 will be computed as follows:

$$ER1 = ER0 (0.15 + 0.85 L1/L0)$$


Where:

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

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

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

For the indices subscript '1' refers to the exchange rates as applicable on the last day of the month of execution of the erection work.

	<p align="center">INDUSTRIAL SYSTEMS GROUP</p>	<p align="center">SPECIAL CONDITIONS OF CONTRACT (SCC) for Weigh Bridge Package Tender</p> <p align="center">Revision No.00</p>	<p align="center">5X800MW Yadadri TPS, Nalgonda Dist, Telangana State</p> <p align="center">IS-1-15-2001</p>
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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 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 L1/L2 schedule defined as SCC Clause no.12


For the purpose of computing ERO, each Erection bill (which is excluding, on successful completion of Trial Operation and on successful completion of Guarantee test) during the Erection period upto the 'Completion of the Facilities' shall be divided by a factor as indicated below:

<p>Erection portion of Installation Services component of the Contract Price</p>	<p>- [Erection Portion of Installation Services component of the Contract Price payable on successful completion of Trial Operation + Erection Portion of Installation Services component of the Contract Price payable on successful completion of Guarantee test]</p>
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Erection Portion of Installation Services component of the Contract Price

The payment of price adjustment amount so computed shall be made against a separate invoice, linking the corresponding invoice for Erection Portion of Installation Services payment after retaining the pro-rata amount due on successful completion of Trial Operation and on Completion of the Guarantee Test. The amounts so retained shall be paid, on successful completion of Trial Operation and on successful completion of Guarantee Test respectively..

L = 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.

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Annexure-VII to SCC

Delivery Schedule

Item/ Package: Weigh Bridge Package

Project: 5X800MW Yadadri TPS

1) Main Supplies:

- a) **2 Sets** of Weighbridge and accessories within **6 months** from engineering drawings and QAP approval.
- b) **2 Sets** of Weighbridge and accessories within **9 months** from engineering drawings and QAP approval.
- c) **1 Set** of accessories of Weighbridge for common room within **12 months** from engineering drawings and QAP approval.

2) Mandatory Spares: Supply shall be completed within 6 months from the clearance for dispatch of mandatory spares. Bidder shall submit the BBU within 9 months of engineering drawings and QAP approval of main supply items. BHEL shall provide clearance for dispatch of mandatory spares within 18 months of the engineering drawings and QAP approval of main supply items subject the approval of BBU.

3) Erection and Commissioning:

- a) **2 Sets** of Weighbridge within **12 months** from LOI date & 6 months from date of front availability
- b) **2 Sets** of Weighbridge within **18 months** from LOI date & 6 months from date of front availability
- c) **1 Set** of weighbridge within **24 months** from LOI date & 6 months from date of front availability