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The special conditions of contract (SCC) inscribed hereunder shall be read and construed along with general conditions of contract (GCC) as part of the tender document and in case of any conflict or inconsistency, the provision of the SCC shall prevail. Unless otherwise specified, in case of any confusion of any clause/ provision of this SCC or any conflict/ inconsistency of any clause/ provision of this SCC with that of any other tender document, the same shall be brought out by the bidder, if applicable, failing which most stringent interpretation in favor of BHEL shall be adopted and the same shall be binding to the bidder.

CLAUSE NO.	DESCRIPTION
1.0	BROAD SCOPE OF WORK: As per Technical Specification.
2.0	Deleted.
	SITE CONDITIONS
3.0	Contractor should acquire full knowledge & information about site conditions prevailing at site and in & around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
4.0	SERVICES TO BE RENDERED BY THE VENDOR (As per Technical Specifications)
4.1	Services for complete engineering, coordination and Execution of the Contract as detailed elsewhere in this tender.
4.2	Services for shop test, quality assurance, as detailed elsewhere in this tender.
4.3	Supply of main equipment along with other items as per specification and agreed upon BBU / BOQ, maintaining the sequential dispatch and E&C / Supervision of E&C at site.
4.4	Where applicable, Supply of first fill of lubricants for all equipment including second fill/ replenishment as necessary after commissioning.
4.5	Furnishing of all document, drawing, design basis, reports, instruction manuals, As Built Drawings, preservation schedule with all details of preservation method and preservatives, Plant Hand book etc. and as called for elsewhere in the tender
5.0	COMMUNICATION: The contractor shall be responsible for arranging all communication facilities for himself at office. The contractor has to establish independent internet/e-mail facilities with mobile connection for all key personnel and same shall have to be integrated with BHEL's voice/data network and database systems. The contractor's office must have facilities of communications like Fax, E-mail, and Telephone with STD facility etc.
6.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
6.1	Except where otherwise specified, the plant/equipment shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
6.2	Where the Bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
6.3	In the event of any conflict between the codes & standards referred above, and requirements of this specification, the requirements which are more stringent shall govern.
6.4	Wherever specified or required the Plant/ equipment shall conform to various statutory regulations such as Indian Boiler Regulation, Indian Electricity Rules, Indian Explosive Act, Factories Act etc. wherever required, obtaining approval for Plant/Equipment supplied under the specification from statutory authorities shall be the responsibility of the contractor.
7.0	ENGINEERING SERVICES: As part of the overall project management activity, the contractor shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The contractor shall identify one Engineering Manager with whom BHEL will interact on all matters on coordination between BHEL and the contractors. The Engineering Manager shall be the single point contact person on behalf of the contractor and shall be responsible for all engineering co-ordination.
8.0	TAXES AND DUTIES
8.1	EXCISE DUTY: NOT APPLICABLE



8.2	CENTRAL SALES TAX: NOT APPLICABLE
8.3	VALUE ADDED TAX: NOT APPLICABLE
8.4	Intentionally left blank.
8.5	CUSTOMS DUTY NOT APPLICABLE
8.5.1	Customs Duty element for imported items shall be included in basic prices. No variation in customs duty and exchange rate for imported items shall be payable by purchaser. Contractor shall arrange for his own import license, if required, since purchaser will not provide any import license. Therefore, seller/ contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.
8.6	SERVICE TAX: NOT APPLICABLE
8.7	DIRECT TAX
	Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this order / contract, as well as tax liability of the seller/ contractor and his personnel.
8.8	Intentionally left blank
8.9	OTHER TAXES/GST
8.9.1	The provisions of this clause shall supersede all the references to Taxes & Duties subsumed under GST law, anywhere in the tender documents. The quoted rates shall be exclusive of GST but inclusive of all other taxes, including any Cess or surcharge or levy/tax by whatever name called, imposed under GST law or any other law at any time, for which input credit is not available to BHEL under any interpretation of the law. GST at the applicable rates shall be payable extra. However, the same shall not be paid if the input credit thereof is not available to BHEL due any reason attributable to the supplier/bidder. TDS under GST as and when applicable, shall be deducted at prevailing rates. GST as applicable on the LD/Penalty shall also be recoverable in addition to LD/Penalty applicable on delayed supplies. Bidders/Suppliers have to comply with all requirements of the GST law as may be prescribed by the Government from time to time (including provisions related to E-way bills as and when prescribed). In the event of any non-compliance to any of the requirements of the GST law by the supplier/bidder, any consequential financial implication to BHEL, including interest on delayed discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder.
8.9.2	Indigenous Bidders are required to stated & include all other taxes applicable on the date of the offer submission/bid over and above ED, ST/VAT. This will include but not limited to Octroi, turnover tax, works contract tax, entry tax, consignment tax etc as applicable.
8.9.3	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of dispatch for his quoted price.
9.0	FREIGHT & INSURANCE CHARGES: NOT APPLICABLE
10.0	INITIAL ADVANCE: Initial advance is not applicable and will not be considered for this bid / contract.
11.0	CONTRACT PERFORMANCE BANK GUARANTEE: NOT APPLICABLE
12.0	PERFORMANCE BANK GUARANTEE: NOT APPLICABLE
13.0	PAYMENT TERMS
13.1	Deleted.
13.1.2	100% payment shall be done within 45 days from the date of submission of original GST invoice along with all supporting documents for the stage completion as per Price Bid Format (Annex-II of Technical Specification PY51670) i.e. Completion Certification for document approval & Stamping/Intermediate/final inspection report (as applicable).



13.1.3	PAYMENT OF GST: The GST amount on gross value of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following: a) the bidder declaring the invoice in his GSTR-1 and b) Confirmation of payment of GST thereon by bidder on GSTN Portal. However, BHEL may, at its discretion release the amount of GST against indemnity bond in the prescribed format, pending the above confirmation, and in such cases, if any discrepancy is found on subsequent verification as per data available from GSTN Portal, the entire financial implication there of on BHEL shall be recovered from the bidder.
13.1.4	Deleted.
13.1.5	No interest, whatsoever, shall be payable by purchaser on any amount due to the vendor.
14.0	ESCALATION(PVC)/OVER RUN COMPENSATION(ORC): Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract. Over run compensation is not applicable for this package.
15.0	REVISION ON ACCEPTED CONTRACT RATE AND VALIDITY OF UNIT RATES: No revision of rate shall be applicable in the event the completion period is extended for any reason whatsoever. Unit rates of detailed BOQ list, where applicable, shall be valid till contract completion
16.0	Deleted.
17.0	Deleted.
17.4	DRAWINGS: As per Technical Specification.
18.0	LIQUIDATED DAMAGES (LD): If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract.
19.0	MATERIAL RECEIPT CERTIFICATE (MRC): NOT APPLICABLE
20.0	CONSIGNEE: NOT APPLICABLE
21.0	DESPATCH NOT APPLICABLE
22.0	APPROVED MANUFACTURER/SUB-VENDOR: For other bought out items, bidder have to adhere to the list of sub-vendors, indicated elsewhere in the technical specification, Volume-II.
23.0	INSPECTION & JOINT VERIFICATION (AT VENDOR'S WORKS): NOT APPLICABLE
24.0	Intentionally left blank
25.0	Intentionally left blank
26.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES: As per Technical Specification
27.0	CONTRACT PRICE: Bidder shall quote their price as per the format of Volume-III, price schedule (Latest revision) only.
28.0	PROJECT INFORMATION: 1 X 800 MW KOTHAGUDEM TPS STAGE -VII)
28.1	<u>Details of proposed stage/ units</u> Project name: TAC APPROVAL FOR FPS FOR 1 X 800 MW KOTHAGUDEM TPS STAGE -VII Project site: 1 X 800 MW KOTHAGUDEM TPS STAGE –VII, TELANGANA It is essential that the bidder visit site and acquaint with the conditions prevailing at site before submission of the bid. The information given hereunder is for general guidance and shall not be contractually binding on the/ BHEL.
29.0	Deleted.
30.0	DIVISIBLE CONTRACT NOT APPLICABLE
31.0	OTHER TERMS All other term & conditions of this specification shall be governed by the pertinent provisions of GCC, Volume-IA as applicable.



32.0	DELIVERY INSTRUCTIONS: NOT APPLICABLE
33.0	COMPLETION PERIOD OF SERVICES MENTIONED IN TECHNIAL SPECIFICATION
33.1	BHEL shall intimate the service provider about the date for commencement of work at site. All activities as per Technical Specification shall be completed by the service provider within 03 months from date of intimation. This period of 03 months includes the time for mobilization of concerned bidder person and resources to site and completion of entire work as mentioned in Technical Specification. For services in the scope of vendor and documentation requirement, refer Clause No. 4.2 of Technical Specifications PY 51670 Rev. 0.
34.0	Deleted.
35.0	REVERSE AUCTION: NOT APPLICABLE
36.0	SPECIAL CLAUSE
36.1	SUPPLY: NOT APPLICABLE SERVICES (E&C, Supervision of E&C, Civil Works etc.): Bidders have to issue GST compliant invoices showing: BHEL, State of _____ (State in which the project site is located) GSTIN of BHEL in such State (to be obtained by the bidders before raising any invoice) under “Details of Receiver (Billed To) BHEL's Customers details (mentioned in SCC/Dispatch Instructions) under “Details of Consignee (Shipped To) State in which the project is located, as the “Place of Supply”. The invoices shall be raised within the time limit prescribed under the GST law. In the event of any delay in submission of the invoice to BHEL, any consequential financial implication to BHEL, including interest loss on discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder.
36.2	PENALTY: In line with circular no. AA:FIN:Ind.Tax:2017-18:GST-19 dtd. 16.07.17. The applicable GST shall be recovered additionally on LD/Penalty levied as per relevant clause of GCC. GST invoice shall be issued by BHEL to vendor for such LD/Penalty.
36.3	EMD (Earnest Money Deposit) and SD (Security Deposit): NOT APPLICABLE
37.0	SUPPLIER REGISTRATION WITH BHEL NOT APPLICABLE
38.0	FRAUD PREVENTION POLICY: The bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhered to BHEL Fraud prevention policy displayed on BHEL websites http://www.bhel.com and shall bring immediately to the notice of BHEL Management about any fraud and suspected fraud as soon as comes to their notice.
39.0	If there is any conflict in clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) and GENERAL CONDITIONS OF CONTRACT (GCC), then clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) supersedes the requirement. It shall be treated that bidder have not changed/ modified the tender documents (including corrigendum/addendum, if any) issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.
40.0	Deleted.
41.0	TERMS REGARDING INDIAN AGENTS OF FOREIGN PRINCIPALS: NOT APPLICABLE
42.0	ACCEPTANCE OF OFFERS SUBJECT TO END CUSTOMER APPROVAL: Offers of Techno-commercially qualified bidders will be considered for Price Bid Opening subject to approval of the bidder by the end customer. Therefore, bidders must submit their credentials along with the techno-commercial offers to enable BHEL to take up with end customer for approval of the bidder.
43.0	PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA): “For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the

**BHARAT HEAVY ELECTRICALS LIMITED****SPECIFIC CONDITIONS OF CONTRACT**

(TAC APPROVAL FOR FPS FOR 1 X 800 MW KOTHAGUDEM TPS STAGE -VII)

ENQUIRY NO. **TOASX00086 (NIT_54691)****VOLUME – IB**

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	respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this 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.” Proforma for self-certification for minimum local content and auditor's certification is given in Annexure-K .
44.0	INTEGRITY PACT: NOT APPLICABLE