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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	Design, Engineering, Manufacturing, Supply, E&C & PG Test of Service Air & Purge Air System for NMDC RMHS Project as per Technical Specifications and Terms & Conditions.
2.	PROJECT NAME	RAW MATERIAL HANDLING SYSTEM, NMDC,NAGARNAR, CHATTISGARH
3.	SITE LOCATION	NMDC , Nagarnar,Bastar Dist., Chattisgarh Nearest Railway Station: The nearest rail head is Amaguda railway station on the Visakhapatnam-Kottavalasa- Kirandul rail line of East Coast Railway of the Indian Railways and is located at about 5 km from the proposed site in its south direction. Nearest Airport: The nearest air port connected to the national network is Raipur, which is about 300kms away and the nearest international airport is Hyderabad, about 530kms by road from the plant. Nearest sea port: Visakhapatnam, Kolkata, Paradip and Haldia sea ports. Access by road: The proposed site is well connected to NH-43 and is adjacent to the National Highway. The location of Nagarnar is as follows: From Raipur, the CG capital- 300kms,From Visakhapatnam, Andhra Pradesh- 300kms,From Bhubaneswar,Capital of Orissa - 540kms, From Hyderabad, Capital of Telangana- 530kms &From Jagadapur, CG - 15kms. Latitude: 29°05' Longitude: 82°10' Elevation above MSL: 553.0 m above MSL
4.	CONSIGNEE DETAILS/ SHIP TO	The Project Manager, NMDC Iron & Steel Plant, Post - Nagarnar, Dist - BASTAR - 494 001 State : Chattisgarh A/c BHEL Phone No : 07782 - 265347 Fax : 07782 – 265320 Email : alokmehta@nmdc.co.in Notes :Consignee address in LR should be strictly as per above.
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
6.	BUYER/ BILL TO for Supply of Services	Shall be provided at the time of Purchase Order/ Dispatch Clearance.
7.	MODE OF DISPATCH	Equipment to be despatched by road/ rail/ air/ Sea on freight prepaid and on door delivery

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		basis. Consignee copy of LR to be sent with consignment.
8.	INSURANCE	As per clause no. 17.0 of general commercial terms & conditions of GCC (Rev.01). Project MCE Coverage in BHEL's scope. In BHEL Scope. Insurance policy no. 212800/44/2014/2/10 w.e.f 03.11.2015 to 02.05.2020. Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent to the following : a) BHEL. Site office (Address same as Consignee address) b) BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012. BHEL shall arrange insurance cover for all the equipments being supplied by the seller / contractor under this contract, under transit and storage-cum-erection policy covering liabilities against damages/ losses etc till the completion of Erection and commissioning of entire system In case of damage / loss / theft of goods at any stage starting from "in transit" till "final handing over to BHEL", the seller will support Purchaser (BHEL) for lodging claim with insurance company. Registering FIR with police department (as applicable). FIR / Insurance claims are to be lodged by the seller within 15 days of the notice of such incidence Responsibility of completing all formalities with Police department & Insurance surveyor will be with seller. As for filling report with police is concerned, sending information to the police by registered post will be considered adequate in case FIR cannot be lodged with police In case the claim is not honored by the insurance company for the lapses of seller, seller to arrange for repair / replacement of such items without any cost implication to BHEL. In case the claim is proved and accepted by insurance company (or not accepted by insurance due to limit of excess), and is on account of no lapses from seller, then BHEL will issue separate order to seller for the repair / replacements and seller shall make good of the damages / losses of goods supplied by them. against separate order from purchaser and necessary documents are to be furnished to BHEL for making payment.
9.	PROVISION OF FACILITIES AT SITE	a) Electricity: - Electricity for construction purpose LT power (415 V (3 phase) level) will be provided by BHEL at one single point near to the battery limit of contractor free of cost. Further distribution of electricity shall be arranged by the contractor at

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		his cost. Provision of distribution of electrical power from the given single central common point to the required places with proper distribution boards, approved cables and cable laying including supply of all materials like cables, switch boards, pipes etc., observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements shall be the responsibility of the Bidder / contractor. BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply. As there are bound to be interruptions in regular power supply, power cut / load shedding in any construction sites, suitable extension of time, if found necessary only be given and contractor is not entitled for any compensation. Contractor shall make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets with consumables at their cost during the power breakdown / failure to get urgent and important work to go on without interruptions. No separate payment shall be made for this contingency. Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.8 shall be provided by the contractor at his cost. Penalty if any levied by customer on this account will be recovered from contractor's bills. b) Water: - Water shall be provided. at one single point near to the battery limit of contractor free of cost. Further distribution of water shall be arranged by the contractor at his cost.
10.	GUARANTEE PERIOD	12 Months from the date of Last Erection or 18 Months from the date of Last Supply whichever is earlier.
11.	PERFORMANCE BANK GUARANTEE	PBG, in line with clause no 11 of general commercial terms & conditions of GCC, rev-01, is to be submitted within 10 days from the date of Letter of Intent (LOI). Vendor shall submit Contract Performance Bank Guarantee for 10% of Order/ Contract value for the total package (excluding GST). Clause no- 11.4 of general commercial terms and conditions of GCC, REV 01 shall be read as: Validity of the Bank Guarantee shall be for the entire Guarantee period + 3 months claim period. Initially, it should be at least 24 months (from the date of LOI) + 03 months claim period, later extended to cover the guarantee period, two months before its expiry. The BG has to be furnished in hard copy of stamp paper with appropriate value. Our bank details for information are: 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

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		The Bank Guarantee shall be sent to the tender inviting officer under registered post (A/D). Note: In Case of Bank Guarantees submitted by Foreign Vendors- - 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) - 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. - 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. - The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). - The BG should clearly specify that the demand or other document can be presented in electronic form.
12.	DELIVERY SCHEDULE	Within 9 Months from the date of LOI.
13.	EXTENSION OF TIME FOR COMPLETION	- 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. - Based on the reviews, the scope balance at the end of original contract period less the backlog attributable to the successful bidder shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the successful bidder is bound to complete the portion of backlog attributable to the successful bidder. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly. - 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. - A joint program shall be drawn for the balance amount of work to be completed during

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		the period of 'Time Extension'. Review of the program and record of shortfall shall be done. 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.
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).
16.	PRICE BASIS	Price Basis for Supply of goods: a) For indigenous Suppliers: Firm till completion of contract, FOR site inclusive of packing & forwarding charges, freight charges, all taxes & duties except Goods & Service Tax (GST). b) For Foreign Suppliers: Firm till the completion of project. - For the imported portion of supply On DDP basis, inclusive of sea worthy packing & forwarding charges, applicable Basic Customs Duty, Education cess, anti-dumping duty, safeguard duty after availing all the benefits etc., transportation up to Project site from Indian port, port clearance charges (at Indian Port of Import) and any other taxes & duties, loading and unloading charges at various location in INDIA (which is inclusive of all other activities performed in India) except Goods & Service Tax (GST) of India in the price bid separately. Foreign currency is applicable only for the CFR price and the others payable in INR. - For the equipment sourced within India, quote should be in INR, on FOR site basis, including packing, forwarding & freight charges. GST payable extra as applicable, against valid GST bill. - For the service portion of the contract, the quote should be in INR and the GST is payable extra as applicable, against valid GST bill. Type of Contract: Lump sum/ Turnkey Package Freight and other Charges (for activities performed in India): - For Indian Bidders: Freight and charges shall be included in the basic price of equipments. For Foreign Bidders: Bidder to indicate transportation up to Project site from Indian port, port clearance charges (at Indian Port of Import) and any other taxes & duties, loading and unloading charges at various location in INDIA (which is inclusive of all other activities performed in India) except

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		Goods & Service Tax (GST) of India in the price bid separately. GST (as applicable) charges shall be payable extra at actual as per prevailing rate at the time of dispatch. GST for imports at customs shall be paid by the bidder; same will be reimbursed at actual rates. Clause 8.1 of General Commercial Terms & Condition of GCC (Rev.01) is not applicable to this tender/ contract. Foreign bidder shall have an Indian counter-part with GST registration and IEC who shall be the importer of the equipment. The counter-part shall ensure the statutory payments, port clearance, payment of GST on imports, arrangement of inland freight etc. on timely manner as per the statutory requirements, to facilitate smooth supply of equipments to the project site. Note: 1. Total erection & commissioning charges excluding GST should be minimum 15% of the total quoted package price (excluding GST), break-up of prices shall be adjusted accordingly while ordering in case of any deviation.
17.	CUSTOM CLEARANCE	Custom clearance for all the items imported for the project shall be in bidder's scope. Also all type of duties, levies, fees, charges (if any) imposed by relevant agencies for Custom/ any other clearance shall be to bidder's account. Both for indigenous and foreign bidders: It's the responsibility of the bidder to supply the material up to site which includes all other internal activities like loading -unloading at various location/custom clearance/port clearances, obtaining all other clearance form competent authority etc. (As applicable).
18.	Ordering Methodology	The order for the total scope shall be placed as below: 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	As per cl. no. 9 Payment Terms of General Commercial Terms & Conditions of GCC (Rev.01). The Terms of payment shall be as under: A. For Supply of Goods (Main Supply): As per Clause 9.3 Payment Terms of GCC Rev 01. Clause 9.3.1 i) & ii) are not applicable for this Tender Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor.

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		If the PG test is not conducted within 12 months from the date of completion of all supplies for the entire scope, the last 5% payment will be released against Bank Guarantee of an equivalent amount, valid initially for 12 months and extendable till completion of Performance Guarantee (PG)/ Demonstration Test at site/ handing over of all machines (i.e. completion of entire scope of work- Supply + E&C). No interest, whatsoever, shall be payable by the purchase on the any Bank Guarantee/ security submitted or any amount due to the seller/ contractor. B. For supply of Services (E&C, PG Test, Handing over etc.) As per Clause 9.4 & 9.5 Payment Terms of GCC Rev 01. 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 90 days usance period. Any reduction in credit period, loading shall 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: i. LC is applicable only for amounts payable against Supply (ie Despatch & MRC). (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. Foreign Bidder to note 1) All Payments other than supply (eg: E&C, Customs duty, Inland Freight & Other Services) shall be in INR. 2) In case of supplies sourced from India for any item (full or part of the quantity), payment for the same shall be in INR only. TDS shall be as per Indian IT act, GST act and as per statutory requirement. No interest, whatsoever, shall be payable by the purchase on the any Bank Guarantee/ security submitted or any amount due to the seller/ contractor.
20.	Mobilization advance/ interest bearing recoverable advance	Not applicable for this tender/ contract.

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21.	Price Variation Clause (PVC)/ Over run compensation/ rate revision	PVC is not applicable for this Tender. Over run compensation is not applicable for this Tender.
22.	QUANTITY VARIATION	Not Applicable. Clause 6.0 of General Commercial Terms & Conditions of GCC (Rev.01) is not applicable to this tender/ contract.
23.	LIQUIDATED DAMAGES FOR DELAY IN COMPLETION	As per clause 16.0 of General Commercial Terms & Conditions of GCC (Rev.01). Type of contract for LD Purpose: Turnkey Package Para 2 of Cl. No. 16.2.1 of General Commercial Terms & Conditions of GCC (Rev.01)- "For Turnkey packages will not be withheld from supply payment." Shall be read as: "For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding GST) if completion of the entire package is delayed beyond the contractual completion date or extension thereof (provided delay in completion is not attributable to the vendor/ contractor)." 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.
24.	LIQUIDATED DAMAGES FOR GUARANTEED PERFORMANCE PARAMETERS	Not Applicable
25.	LOADING CRITERIA FOR AUXILIARY POWER CONSUMPTION	Not Applicable
26.	INTEGRITY PACT	Annexure-IX of GCC (Rev.01) is not applicable. Please refer Annexure V to this SCC for IP Latest Format. Integrity pact should be as per enclosed Format. (a) IP is a tool to ensure that activities and transactions between the company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.



**INDUSTRIAL
SYSTEMS
GROUP**

**SPECIAL CONDITIONS OF
CONTRACT (SCC)**
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**NMDC RMHS,
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SYSTEM**

Sl	IEM	Address	Phone & Email
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with the techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

(c) Please refer Section – 8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM (s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

(1)

Name: V M Saifullah

Deptt: MM

Address: BHEL ISG,

Prof CNR Rao Circle

IISC Post, Malleswaram

(2)

Name: Suma GK

Dept: MM

Address: BHEL ISG,

Prof CNR Rao Circle

IISC Post, Malleswaram

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		Bangalore -560012 Phone: 080-22184522 Mob: 9442554665 Email: saif@bhel.in Bangalore -560012 Phone: 080-22184053 Mob: 9449043391 Email: gks@bhel.in
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 90 % Payment)- i. Original GST Invoice- Original for Buyer- for Indigenous bidder ii. Original Bill of Lading, original Invoice and Original COO - for Foreign Bidder or SL. No.(i) is applicable in case of supply sourced from INDIA 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 vii. Copy of Material Test Certificates (MTCs)/ Inspection Certificate (IC)/ Inspection Waiver Certificate (IWC)/ Joint Inspection Report (JIR) etc., as applicable. viii. Guarantee Certificate. ix. Duty drawback documents (if applicable). A) For Supply of goods (MRC 5% payment) i) Supplementary/ Commercial Invoice ii) Material Receipt Certificate (copy). B) For Supply of goods (Main Supply-) payment-for 10% payment (i)Supplementary/ Commercial Invoice (ii)Certification of Performance Guarantee (PG)/ Demonstration Test at site/ handing over of all machines (i.e. completion of entire scope of work) BHEL SITE-RM. (iii) Bank guarantee, if the claim is made in line with Clause 19, Payment terms, Para 4 of

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		A. For claiming payments for E&C services, along with Original GST invoice, Running Account Bill (RAB) & Measurement Book (MB), in BHEL format, following additional documents need to be submitted: a) Proof of wages paid. b) Monthly EPF remittance challan (if applicable). c) Monthly ESI remittance challan/ W.C. Insurance Policy whichever is applicable. d) Valid Labor License (if applicable). e) Any other document as required by BHEL Engineer In-charge. Additional two sets of photocopy of all the documents (of respective bills) shall be submitted along with each bill. The above list is indicative only and BHEL reserves the right to ask for any other document required for processing of bills, the vendor/ contractor shall comply with the same. Clause 9.7.5 (b) of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as "Copy of registration/ provisional registration certificate for GST". Clause 9.7.5 (c) of General Commercial Terms & Conditions of GCC (Rev.01) is not applicable. Documents for GST payment shall be as per Annexure-IV.
28.	DISPATCH MARKINGS	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. 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. Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.
29.	TAXES & DUTIES	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. 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-

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		IV enclosed. 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. 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. 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. Clause No. 4.1, 4.2, 4.3 of General Commercial Terms & Conditions of GCC (Rev.01) are not applicable to this tender/ contract.
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., SERVICE TAX NO., TIN NO., 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.

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36.	TRAINING	Training of customer personnel at equipment manufacturer's factory premises and O&M training at site, as per equipment manufacturer's standard training modules, is also in the scope of bidder and shall be as per the scope of Technical Specifications.
37.	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: Recovery on account of Purchases made by Purchaser at the Risk & Cost of Seller/ Contractor shall be worked out as follows: 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). *(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. 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. 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.
38.	MODEL	As per annexure: Model Conciliation Clause for Conducting Conciliation Proceedings under

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	CONCILIATION CLAUSE	the BHEL Conciliation Scheme, 2018.
39.	ARBITRATION	Clause no. 32.0 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as: 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 arbitration appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference. The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party. The work under the Contract shall continue during the arbitration proceeding and no

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		payment due to the Contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract “. Clause no. 32.1, 32.2 & 32.3 of General Commercial Terms & Conditions of GCC (Rev.01) are not applicable to this tender/ contract.
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 Contractors negligence or willful 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 arising out of this Contract.
41.	FRAUD PREVENTION	"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."
42.	MSE Suppliers	Any Bidder falling under MSME/ SC/ST category/ SSI unit shall furnish the details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME/SC/ST Owned category/ SSI unit. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed vide Annexure-III where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-1 in case of two or three part bid). 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. In addition to the above, vendors can submit “Udyog Aadhaar”. Documents should be notarized or attested by a Gazetted officer.
43.	Order of Precedence of Documents	a) Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL. b) Notice Inviting Tender

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		c) Price Bid Format d) Special Conditions of Contract (SCC) e) Technical specifications & Documents f) General Conditions of Contract (GCC) For example, in case of in case of any conflict or inconsistency, the requirement of (a) shall prevail over the (b). Order of precedence shall be a>b>c>d>e>f (where ">" indicates the general greater than sign)
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44.	Make in India	As per the directives of Government of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion, purchase preference shall be given to the local suppliers. The purchase preference shall be given as per the Order no. P-45021/2/2017-B.E.-II dated 15-06-2017 and revised Public Procurement (Preference to Make in India) order dated 28-05-2018 from Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India and extended guideline and circulars in this regard. The subject tender/ contract shall be considered as “NOT DIVISIBLE”. Margin of purchase preference for the subject tender/ contract shall be 20% [based on price evaluation criteria of the tender] Minimum local content for the subject tender/ contract shall be 50% as per relevant circulars and guidelines issued by Government of India/Ministry.(as applicable). The local bidder/ supplier shall provide the following documents along with the Part-1 bid: - For procurement value up to INR 10 Crores, 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. - For procurement value in excess of INR 10 crores, the local supplier shall be required to 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. BHEL reserves the right to negotiate with the L1 bidder and in case of successful price negotiation with the L1 bidder BHEL shall arrive at a final L1 price. In such a case, if the L1 bid is not from a local supplier, the local bidders/ suppliers will be invited to match the final L1 price arrived at after negotiation, in the manner specified in the above mentioned order and the order/ contract shall be awarded to such local supplier subject to matching the final L1 price. For the purpose of inviting the local bidders/ suppliers, the margin for purchase preference shall be considered/ calculated with respect to the original price & ranking obtained in the tender, i.e. before price negotiation with the L1 bidder.
45.	Splitting of tender	Not applicable for this tender.
46.	Other terms & Conditions	As per General Conditions of Contract (GCC), Rev.01.
47.	Others	Annexure-X of GCC (Rev.01) is not applicable. Please refer Annexure-II to this SCC for list of consortium Banks.

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Annexure-I**CONTACT PERFORMANCE BANK GUARANTEE/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

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any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 PROJECT/ SUPPLY DETAILS

5 BG AMOUNT IN FIGURES AND WORDS

6 VALIDITY DATE

7 DATE OF EXPIRY OF CLAIM PERIOD

8 BG AMOUNT IN FIGURES AND WORDS.

9 VALIDITY DATE

10 DATE OF EXPIRY OF CLAIM PERIOD

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Annexure-II

List of Consortium Banks			
Sl.No	Nationalized Banks	Sl.No	Public Sector Banks
1	State Bank of India	18	IDBI
2	Allahabad bank		
3	Andhra bank	Sl. No	Private banks
4	Bank of Baroda	19	Axis Bank
5	Canara Bank	20	HDFC
6	Corporation bank	21	ICICI
7	Central bank	22	The Federal Bank Limited
8	Indian Bank	23	Kotak Mahindra Bank
9	Indian Oversea Bank	24	Indusind Bank
10	Oriental bank of Commerce	25	Yes Bank
11	Punjab National Bank		
12	Punjab & Sindh Bank	Sl.No	Foreign Banks
13	Syndicate Bank	26	CITI Bank N.A
14	UCO Bank	27	Deutsche Bank AG
15	Union Bank of India	28	HSBC
16	United Bank of India	29	Standard Chartered Bank
17	Vijaya Bank	30	J P Morgan

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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:

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

(Strike off whichever is not applicable)

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

OR

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

Date: (dd/mm/yyyy)

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

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Annexure-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.

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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.