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.

Customer/ Owner's Information:		
1.	**Name of the Customer/ Owner and address**	M/s.NTPC-SAIL POWER COMPANY PRIVATE LIMITED, DIST.-SUNDARGARH, ODISHA
2.	**Customer/Owner Order Ref No.**	CC&M-C-347-211-FC-NOA-01/118 dated 11.05.2016 for supply contract & CC&M-C-347-211-SC-NOA-01/119 dated 11.05.2016 for Erection contract
3.	**Customer/Owner's (NSPCL) GSTIN**	**21AABCN5467A1ZZ**
4.	**Name of the Owner's Consultant and address**	M/s MECON LIMITED, DORANDA, RANCHI - 834 002,JHARKHAND
Project Information:		
1.	**Project Name**	**ROURKELA POWER PROJECT-III (1X250MW), ROURKELA**
2.	**Site Location**	ROURKELA POWER PROJECT-III (1X250MW), ROURKELA **Nearest Railway Station:** The nearest rail station Rourkela railway station is located at about 1 km from the proposed site. **Nearest Airport:** The nearest airport is at Ranchi which is about 170 Km by Rail and 225 Km by Road from proposed site. **Nearest sea port:** Paradip (400Km from proposed site) **Access by road:** The proposed site is well connected by road of NH 23 through a link road from a road junction at Panposh located 10 KM from proposed site.
Terms & Conditions:		
1.	**Type of Contract**	Supply of CAST BASALT LINED BENDS & FITTINGS – LOT 2 FOR AHP for 1 X 250 MW NSPCL Rourkela Power Project as per scope in technical specification
2.	**Consignee Address**	AGM(ERECTION) NTPC-SAIL POWER COMPANY (PVT) LTD. CPP-II, RSP COMPLEX ROURKELA - 769011 DISTRICT- SUNDERGARH(ODISHA).
3.	**Billing Address**	BHEL-Industrial Systems Group Post Box No.:1249, Prof. CNR Rao Circle,IISc Post, Malleswaram, BANGALORE – 560012 **GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB**

4.	**Buyer and Paying Authority**	For Inter-state sales (where IGST is applicable): BHEL-ISG, Bangalore B) For Intra-state sales (where SGST and CGST are applicable): Paying Authority shall be same as referred above. However, Buyer will be BHEL-PSSR GSTIN No.21AAACB4146P1ZR
5.	**BHEL-GST TIN**	**GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB**
6.	**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 Note : It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement
7.	**Road Permit Requirement**	Will be intimated later.
8.	**Transit Insurance**	MCE in BHEL Scope. Transit insurance anywhere to anywhere in India is covered. Insurance details will be given later.
9.	**Unloading at Site**	In the scope of **BHEL**.
10.	**Storage at Site**	In the scope of **BHEL**.
11.	**Movement of Material Within Site**	In the scope of **BHEL**.
12.	**Delivery Schedule**	Completion of supply within 2 months from the date of drawing approval/ Manufacturing clearance.
13.	**Guarantee period**	Eighteen Months (18) from the date of last Supply or Twelve (12) months from the date of Commissioning whichever is earlier.
14.	**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). Price basis for ordering for supply: FOR Site. Type of Contract: Unit Rate Freight and other Charges (for activities performed in India): - For Indian Bidders: Freight and charges shall be included in the basic price of equipments. GST (as applicable) charges shall be payable extra at actual as per prevailing rate at the time of dispatch. Clause 8.1 of General Commercial Terms & Condition of GCC (Rev.01) is not applicable to this tender/ contract.

15.	**Custom Clearance**	Not Applicable for this Tender
16.	**Freight**	Freight is inclusive
17.	**Drawing /Data Sheet/QAP Submission & Approval**	As per Technical Enquiry Specification IS-1-16-2003/060 for Cable Tray Support – Fixing Hardware & Accessories. Data sheet and QAP shall be submitted by the Vendor as per data sheet/QAP submission schedule in technical scope. B. For obtaining drawing approval from customer/consultant, vendor shall depute their concerned engineers to BHEL as well as customer's place for clarifications/discussions and shall be equally responsible for approval of drawings.
18.	**Final Drawings / Documents submission**	As per Technical Enquiry Specifications
19.	**Integrity Pact**	Not Applicable
20.	**Inspection & Inspection Agency**	A) As per Technical Enquiry Specification IS-1-16-2003/061 for CAST BASALT LINED BENDS & FITTINGS – LOT 2 FOR AHP. For domestic suppliers: Vendor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to BHEL-ISG MM Dept. for arranging Customer/Owner / Third Party participation (Where ever applicable), with an advance notice of 15 working days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by Customer/Owner based on the BHEL-ISG report OR Joint inspection report of BHEL ISG & Customer/Owner (Wherever applicable). b) Penalty for items not ready after inspection call / failure during inspection: The expenses incurred by Customer / BHEL for travel, stay etc. shall be recovered from the vendor's bills. d) No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from from BHEL-ISG Material Management Department irrespective of inspection categories.
21.	**Payment terms**	90% of basic price of materials supplied, as per PO/ BBU (if applicable) along with 100% taxes, duties and freight (being included), is payable against delivery of goods at site. Payment shall be made within 45 days from receipt of clear bills along with following documents: 1. Original GST invoice 2. Copy of Receipted LR 3. Packing list 4. Copy of MDCC provided by BHEL 5. Guarantee Certificate

		6. E way bill 10% of basic price of materials supplied will be released within 30 days from the receipt of vendor's clear bill along with copy of Material Receipt Certificate (MRC) issued by project site engineer of Owner/ Purchaser and confirmation for receipt of all final documents as per PO / Technical Specification, duly certified by concerned engineering department of purchaser. Following documents shall be submitted for payment: 1. Commercial/claim invoice 2. Copy of MRC Clause no. 9 of General Commercial Terms & Conditions of GCC (Rev.01) are not applicable for this tender/ contract. Payment through LC is not applicable. List of packages which require final documents shall be as per technical Specification.
22.	**Terms of Payment for Mandatory spares**	NA
23.	**Liquidated Damages for Supply**	In line with clause no 16 of general commercial terms & conditions of GCC. Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of five (5) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver/delays supervision any part of the ordered stores within the period stipulated in the Order/Contract.
24.	**Liquidated Damages for guaranteed performance**	Not Applicable
25.	**Dispatch Documents Required (to be furnished by Vendor)**	**A) For customer billing by BHEL, the supplier shall provide the following documents to BHEL-ISG in 4 sets:** 1) Copy of Vendor GST Invoice 2) Copy of Packing List Indicating Quantity/ Gross weight/ Net weight and BHEL approved BBU item no. wherever applicable against each item dispatched. 3) Original LR / RR, Delivery Challan, test certificates and inspection reports and MDCC. 4) Receipted LR / delivery challan acknowledgement by BHEL Resident

		Manager. 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”. In addition to the above, vendor may furnish inspection calls/mfg clearance/drg/docs approval date for the purpose of determining contractual delivery for expeditious processing of Invoices BHEL reserves the right to ask for any other document required for processing of bills, the vendor shall comply with the same.
26.	**Dispatch Markings**	The supplier shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road. • All packing shall allow for easy removal and checking at site. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be adopted by the Contractor for protection against moisture during transit. • The number of each package in a shipment shall be shown in fraction, numerator showing number of the package and the denominator showing total number of packages in a lot I consignment. The packages number shall be generally prepared in the sequence in which they will be required for erection. • Each package delivered under the Contract shall be marked by and at the expense of the supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee. the gross weight and net weight of the package, the name of the Contractor with a distinctive number of mark sufficient for purposes of identification. All markings shall be carried out with such materials as to ensure quickness of drying. fastness and indelibility. Each equipment or parts of equipment shall, when shipped or railed or otherwise dispatched be tagged with reference to the assembly drawings and corresponding part numbers. Each bale or package shall contain a packing note quoting specifically the name of the Contractor, the number and date of contract and the name of the office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the part numbers with reference to the assembly drawing and the quantity of each part, drawings nos. and tag numbers. • Besides wherever necessary, packing shall bear a special marking “ TOP”, “ BOTTOM”, “DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE".etc. • All packing cases, containers (excluding marine container), packing and other similar materials shall be new. • Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and/or insecure packing. • One copy of respective

		standard manufacturer's erection instruction/operation instruction manual shall be kept in each package/container for immediate reference. 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 given later) 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. • Two copies of packing list should be kept in case/package No. 1 of each consignment of the goods and four copies in each case (three inside the box and one copy in a special packet at the outer side of the Box). • The Mandatory spares shall be properly packed separately in separate box indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the Ultimate Customer/Owner Contract & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate Customer.
27.	**Submission of Performance Bank Guarantee (PBG)**	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). (Refer Annexure-II for PBG format) Clause no. 11.4 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 21 months + 3 months claim period, later extended to cover the entire guarantee period, two months before its expiry". Note: The Bank Guarantee to be provided in the hard and not in the SFMS format". Our bank detail is as follows: **Name of Site/division:** BHEL ISG **Name of Bank:** ICICI BANK LIMITED **Branch Address:** ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025 **Phone No. of the Bank:** 022-28308110 **Branch Code:** 0002 **Branch IFSC Code:** ICIC0000002 **Account No:** 000205003783 **Nature of account:** COLL A/C

		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- a. 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. b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank) 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. 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. b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.
28.	**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-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.
29.	**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.
30.	**BILLS SUBMISSION**	As per clause 9.7.6 of General Commercial Terms & Conditions of GCC (Rev.01).
31.	**Final Drawings / Documents submission**	As per technical enquiry specifications, In addition to the no. of copies indicated and desired **by NSPCL**, bidder to ensure submission of additional 4 sets of all engineering drg./doc to BHEL and for all such subsequent revisions in hard form along with a soft copy sent through email addressed to Project Manager and concerned project team.
32.	**Approval of Sub-vendors**	Not Applicable
33.	**Risk Purchase**	As per clause No.38.11 & 26 of GCC enclosed. 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.
34.	**Model Conciliation Clause**	As per annexure: Model Conciliation Clause for Conducting Conciliation Proceedings under the BHEL Conciliation Scheme, 2018.
35.	**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 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.**

36.	**Integrity Commitment, performance of the contract and punitive action thereof**	The offers of the bidders who are under suspension as also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com Commitment by Bidder/Supplier/Contractor: 1. The bidder/supplier/contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. 2. The bidder/supplier/contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. 3. The bidder/supplier/contractor will perform/execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/money/reputation, to BHEL. In order to protect its commercial interests, BHEL may take action against suppliers/ contractors by way of suspension of business dealings with them, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price as per the guidelines for Suspension of Business Dealings with Suppliers / Contractors available at www.bhel.com under “supplier registration page”.
37.	**Fraud prevention policy**	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.
38.	**SSI Unit/ MSE**	Indicate whether SSI /MSME unit with EM-II Udyoga adhaar or not. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgment in EM-II) or valid NSIC certificate along with CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to

		consideration of their bid at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE suppliers till the supplier submits these documents. MSE vendor shall necessarily disclose the MSME unit with supporting documents at the time of bid submission subsequent to bid submission change in status cannot be considered. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration. a. Valid NSIC Certificate. b. Entrepreneurs Memorandum part II (EM II) certificate (valid base on deemed validity of 5 years) or c. EM II Certificate/Udyog aadhaar along with attested copy of CA certificate applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over. For details refer BHEL website ww.bhel.com.
39.	**Order of Precedence of Documents**	a) Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the particular tender documents by BHEL. b) Notice Inviting Tender c) Price Bid Format d) Special Conditions of Contract (SCC) e) Technical specification & scope of work 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)
40.	**Make in India**	As per government of India order
41.	**Reverse Auction**	Terms & Conditions of Reverse Auction as per annexure XI of GCC stands revised. Abridged Version of ‘Guidelines for Reverse Auction’ is uploaded in Bhel website www.bhel.com will be applicable.
42.	**Splitting of tender**	Not applicable for this tender.
43.	**Other terms & Conditions**	As per General Conditions of Contract (GCC), Rev.01
44.	**Others**	Annexure-X of GCC (Rev.01) is not applicable. Please refer Annexure-II to this SCC for list of consortium Banks.

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 ________________________ through its Unit at…………………..(name of the Unit) 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……………………dated …………………………………[3] valued at Rs………..[4] (Rupees -----------------------)/FC………………(in words………..) for …………………………[5] (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 the ……………………bank 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.

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 the ……………………………….[7]we 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 to ……………..[9]
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

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

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 for ....Micro/ 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

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.

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.