

 	INDUSTRIAL SYSTEMS GROUP (Material Management-1B)	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00 Enquiry No : 77/19/6154/SAI dtd. 03.02.2020	Project: 2 x 250 MW COAL BASED EXTN. TPS AT BARAUNI Supply and Supervision of Erection & Commissioning of Metal Detector.
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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.

Customer/ Owner's Information:		
1.	Name of the Customer/ Owner and address	Bihar State Electricity Board (BSEB) Barauni, Begusarai, Bihar-85116.
Project Information:		
1.	Project Name	2x250 MW Barauni TPS for CHP & AHP.
2.	Site Location	Barauni, Begusarai, Bihar-85116.
Terms & Conditions:		
1.	Type of Contract	Supply
2.	Place of Supply and Delivery	Billing address: BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560012, GSTIN : 29AAACB4146P1ZB Place of Delivery (shipment address): E.S.E (Project) BSEB, Bihar State Electricity Board, Barauni Site at PO Barauni Thermal Power Station, Barauni, Dist-Begusarai, PIN : 851116, Bihar, India GSTIN of BSEB: 10AAFCB2392G1Z4 A/c BHEL-ISG GSTIN No. of BHEL / Bihar State: 10AAACB4146P1ZU
3.	Paying Authority	Paying authority in all cases will be BHEL ISG Bengaluru (GSTIN : 29AAACB4146P1ZB) only.
4.	BHEL-ISG PAN	AAACB4146P
5.	Mode of Dispatch	By Rail/Road/Sea. Note : It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement
6.	Transit Insurance	In BHEL Scope. A) Policy numbers - • 50300/44/12/08/50000005-MCE B) Contact details :-

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		Smt. Anju Kochar M/S UNITED INDIA INSURANCE CO. LTD., D-24 & E-25, 2nd Floor, HIMALALYA HOUSE, 23, K.G. MARG, CONNAUGHT PLACE, NEW DELHI. TEL -011-23318077,41521760 FAX: 01123355307; E-MAIL:corpcelldel@uiic.co.in 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 Place of Delivery) b)BHEL-ISG,Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012 Contact Details: Sh. Anurag Shree / Dy. Manager (Commercial), BHEL-ISG Bangalore Email ID- ans@bhel.in Mob No- 9449006321; Tel No-08022184039.
7.	Unloading at Site	In the scope of BHEL .
8.	Storage at Site	In the scope of BHEL .
9.	Movement of Material Within Site	In the scope of BHEL .
10.	Delivery Schedule	Completion of Supply: Within Twelve (12) Weeks from the date of Drawing Approval/ Manufacturing Clearance. Completion of Supervision of E&C: Within Four (4) weeks from the date of Intimation by Site Engineer.
11.	Guarantee/Warranty period	12 months from the date of dispatch.
12.	Price basis	Firm, till the completion of project, FOR basis inclusive of freight, packing & forwarding charges, all taxes except Goods & Service Tax will be paid at actuals. Type of Contract: Unit Rate Vendor to note that Clause no. 4.1, 4.2, 4.3, 4.4 & 4.5 of GCC Rev-01 is not applicable.
13.	Goods and Service Tax (GST) compliance	The terms and conditions mentioned in the GCC or original tender documents anywhere regarding previous tax structure (ED,CST, VAT, service tax etc.) shall be void and not to be considered. GST or any new tax in place of GST or in addition to GST shall be payable by the Vendor/ BHEL, against proof, as the case may be subject to compliance of Anti - profiteering clause under Section 171 (1) of the GST. Vendors to note :

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		1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. 2. Supplier shall mention their GSTN registration number 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. 3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). 4. A declaration to the effect that all invoice particulars are/were 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. 5. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. 6. 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. 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. 7. 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. 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 :
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		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 in 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 interstate 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.
14.	Payment terms	Supply: Progressive Payment: 90% of basic price along with 100% GST shall be payable extra at actual on pro rata basis as per the approved billing schedule against dispatch of material. Balance Payment: 10% of basic price shall be payable on pro rata basis as per the billing schedule against submission of Material Receipt Certificate (MRC). Supervision of Erection & Commissioning: 100% against certification by BHEL Engineer on Pro Rata
15.	Variation Of Contract Value	PVC not Applicable.
16.	Submission of Performance Bank Guarantee (PBG)	If order value is more than 25 lakhs than PBG for 10% of order value is to be submitted by successful vendor and kept valid up to the guarantee period with a claim period of 3 Months more than the Guarantee Period. This BG is to be submitted along with First Invoice or earlier by successful vendor from the list of BHEL consortium banks only as enclosed. PBG format and guidelines for submitting PBG are enclosed in "Annexure - PBG". PBG should come directly through bank only to us. If order value is less than 25 lakhs than PBG is not required.
17.	Drawing Submission and Approval	As per technical specification
18.	Inspection & Inspection Agency	a) QAP shall be submitted by the Bidder for approval by BHEL/BSEB. Vendor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to BHEL-ISG / Third Party Inspection Agency (as informed by ISG) for arranging Customer/Owner / Third Party participation (Where ever applicable), with an advance notice of 15 working days for indigenous supplies and 30 working days for Imported Supplies 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 & Custo

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		As per technical specification mer/Owner (Wherever applicable). Inspection call should be furnished in the enclosed format only (Annexure II to SCC). 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. c) Inspection calls shall be addressed to BHEL-ISG Purchase Department irrespective of inspection categories. d) No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from from BHEL-ISG Material Management Department irrespective of inspection categories.
19.	Liquidated Damages	<u>Supply:</u> Any delay in PO delivery will attract LD at 0.5% of the order value per week of delay and pro rata for a part of week subject to maximum 10% of the total order value. Date of inspection call along with internal TCs will be taken as delivery date for LD purchase, provided the material is found ready and acceptable during inspection.
20.	Dispatch Documents Required (to be furnished by Vendor)	Supplier shall provide the following documents to BHEL-ISG in 3 sets : a) For claiming 90% payment for supply (under clause no. 14 of SCC): 1) Original Vendor GST Compliant tax Invoice. 2) Packing List. 3) Original LR / Copy of receipted LR. 4) Guarantee Certificate. 5) MDCC 6) E way bill, as applicable b) For claiming 10% balance payment: 1) Invoice – Original. 2) MRC. c) For Supervision of Erection & Commissioning: 1) Invoice. 2) Certification from BHEL Site Engineer. A declaration to the effect that all invoice particulars are/were 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.
21.	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 (as given in sl. no 2 of T&C) 2) Dispatched by: (Vendor name) : A/c BHEL ISG, Bangalore 3) LR No.

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		4) Package No. / Total Package No. eg: 1 of N, 2 of N; where N=Total no. of packages in a particular consignment. Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.
22.	MSME	MSE suppliers can avail the intended benefits as per MSMED Act 2006 only if they submit along with the offer (Part-1 bid in case of two or three part bid), 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-I 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. MSE bidders can also submit the Udyog Aadhaar Memorandum along with the offer. Documents should be notarized or attested by a Gazetted officer. If the bidders fall under SC/ ST/ Women Entrepreneur category, same shall be indicated in the offer and relevant supporting documents shall be submitted along with the Part-1 bid.
23.	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

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		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. “
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24.	Integrity Commitment, performance of the contract and punitive action thereof	1.0 Integrity, commitment, performance of the contract and punitive action thereof: 1.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity. 1.2 Commitment by Bidder/Supplier/Contractor: a) 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. b) 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. c) 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.
25.	Ethics In Business Dealings	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".
26.	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.
27.	Order of Precedence of Documents	a) Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL. b) Notice Inviting Tender c) Price Bid Format d) Special Conditions of Contract (SCC)

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		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)
28.	MODEL CONCILIATION CLAUSE	As per annexure: Model Conciliation Clause for Conducting Conciliation Proceedings under the BHEL Conciliation Scheme, 2018.
29.	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.
30.	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.
31.	Other terms & Conditions	As per General Conditions of Contract (GCC), Rev.01.