BHEL-PEM / PG-II-1, NOIDA

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.00

2X800 MW TANGEDCO UPPUR TPP BTG (Job No. 425)

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD (TANGEDCO)

These Conditions shall be read and construed along with General Conditions of Contract (GCC) rev.06 & GST related Corrigendum to GCC rev.06, to be enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC and its corrigendum.

Sl. No.	Title	Description
1.	**Project Name**	**2 X 800 MW TANGEDCO UPPUR TPP BTG**
2.	Nature of project & Type of Bidding	Non-Mega & ICB (International Competitive Bidding)
3.	Customer Order Ref. No.	LOA ref. no. CE/Proj/SE/E/T&H(P)/E9/A1/F.Uppur-BTG/D.29/16 Dt. 27.02.2016 & LOI for Supply ref. no. Lr. No. CE/Proj/SE/E/T&H(P)/E9/A1/F.Uppur STPP BTG/D.250/17 Dt. 31.08.2017
4.	BHEL's Customer	Tamil Nadu Generation & Distribution Corporation Limited (TANGEDCO) Uppur, District - Ramnathpuram, Tamil Nadu
5.	Customer Consultants	M/s Tractebel Engineering Pvt. Ltd
6.	Customer (TANGEDCO) GSTIN	33AADCT4784E1ZC
7.	Mode of Dispatch	Air, Road, Rail & Sea Transportation. For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis. Transit Insurance will be in BHEL scope.
8.	Location of Plant	Major Road distance of Project site from Ramanathapuram and Madurai is 28 Km & 140 Km repectively. Nearest Road – East Coast Road connecting Ramanathapuram and Pattukottai Nearest Railway station - Thiruppalaikudi (3 km from site) Nearest Airport – Madurai (140 km from site) Nearest Sea Port – Tuticorin (130 km from site) Nearest City – Madurai (140 km from site)
9.	Road Permit /E-waybill	Road Permit/E-way bill, if required, will be arranged by Supplier.
10.	BHEL Site Office Address	BHEL Site Office, 2 X 800 MW Uppur Supercritical Thermal Power Project Uppur, District - Ramanathapuram, TAMIL NADU– 623 525 Contact : Sh. R Anbarasu, AGM, Email : anbuci@bhelpssr.co.in, Mob. 9442520034
11.	Delivery Address (Ship To)	2 X 800 MW Uppur Supercritical Thermal Power Project Tamil Nadu Generation & Distribution Corporation Limited Uppur, District - Ramanathapuram, TAMIL NADU– 623 525
12.	Consignee Address (Bill To)	BHEL, Power Sector-Project Engineering Management Power Project Engineering Institute Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301

13.	BHEL GSTIN Details	BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC BHEL-PSSR is registered in the State of Tamil Nadu with GSTIN 33AAACB4146P2ZL
14.	Transit Insurance	In BHEL Scope. For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office: (i) Policy No. (ii) Consignee Name. (iii) Consignment Details (items with their weights and value (in INR). (iv) Project Name and P.O. No. (v) LR No. and date, Dispatch origin and destination details, Invoice No. Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in Purchase Order.
15.	Dispatch intimation	Yes in writing, Not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to: BHEL Site office (As mentioned in Sl. No.10) BHEL PEM Noida (As mentioned in NIT) At the point of dispatch, vendor must furnish docs required as given below through Email / Fax ; i. Vendor's invoice ii. LR / RR / GR / Courier Receipt iii. Packing List/ Challan indicating the items dispatched (with their weights) iv. Insurance intimation letter informing the underwriters about the dispatches v. MDCC (of BHEL / TANGEDCO) as applicable vi. Photograph of packing / boxes showing dispatch marking as per Sl. No. 18
16.	Document required for Vendor's payment	For claiming the payment against dispatch, MRC & Freight, documents as mentioned in GCC & its corrigendum shall be submitted by vendor to BHEL. Original money receipt must be submitted for Freight payment. **Packing List** must comply to Clause No. 19.3 of General Commercial Terms & Conditions of GCC rev.06. Description of items in packing list shall be as per PO such that proper correlation between PO & packing list must be furnished. Soft copy of documents for claiming payment shall be submitted by vendor as advance copy. **For materials originating from non-Indian Territory** Three (3) original and Three (3) copies of clean bill of lading or One (1) clean original Airway Bill & Three (3) copies, in case of air freight. One (1) original and Three (3) copies of signed Invoices One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight). Three (3) copies of certificate of country of origin. Copy of MDCC from BHEL / TANGEDCO (as applicable) Three (3) copies of inspection certificate, if any, issued by the customer/his authorised representative. Three (3) of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment.

		Three (3) copies of certificate from the vendor to the effect that the contents in each case are not less than that entered in the invoices and guaranteed as new and as per the relevant technical specifications. Shipping Specification – One (1) copy. Quality Certificate – One (1) copy. Approved Test Certificates, if any. - Three (3) copies. Guarantee Certificate – One (1) Original + One (1) copy. Inspection Reports – One (1) Original + One (1) copy. PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.
17.	Buyer and Paying Authority	1. Buyer and Paying Authority shall be BHEL-PEM, NOIDA for the packages of which PO is placed by BHEL-PEM. 2. Buyer and Paying Authority shall be BHEL-PSSR for the packages of which LOA is issued by BHEL-PEM and PO is placed by BHEL-PSSR.
18.	Packing, Identification & Markings for Dispatch	Each box/ Drum shall be marked with Capital Letters indicating any one of the following: Main Supply / Mandatory Spares / Commissioning spares / Tools & Tackles Supplies under each of these headings shall be packed separately. Each package / Drum delivered under the Contract shall be marked by vendor as per details listed below and such markings must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for purpose of identification. Each and every box (package) shall be marked with the following: - Name & address of the Consignee Name of Project Name of BHEL Unit placing the order Package Name, Vendor Name, LR No. and PO No. & Date. Packing No.: (e.g. 1/10, 2/10, 3/10 when there are 10 packages for one consignment) Packing Mark: Symbols indicating "TOP" and other special markings like "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE" etc. Following documents must be put inside the box: 01 copy of respective standard manufacturer's erection instruction / O&M manual shall be kept for immediate reference by BHEL site. 01 damage proof copy of Packing List/Challan indicating the items dispatched (with their weights) <u>Above instructions are to be read in conjunction with Clause No. 19 of General Commercial Terms & Conditions of GCC rev.06 and those specified in NIT.</u> Notwithstanding anything stated in this clause, Vendor shall be entirely responsible for loss, damage or deterioration of the material due to faulty and insecure packing. **Note** : Each of the items under mandatory spares shall be tagged with part no. and PO item ref no./BBU ref no.
19.	Demurrage charges	Demurrage charges shall be paid by supplier / vendor to the transporter. No claim shall be entertained by BHEL in this regard.
20.	Unloading at site	For Supply packages : By BHEL site office For Turnkey packages (i.e. Supply and E&C) : By vendors
21.	Storage at site	For Supply packages : By BHEL site office For Turnkey packages (i.e. Supply and E&C) : By vendors

22.	Movement of material within Site	For Supply packages : By BHEL site office For Turnkey packages (i.e. Supply and E&C) : By vendors
23.	Concessional custom duty against Essentiality Certificate (EC)	Essentiality Certificate (EC) issued by TANGEDCO shall be passed on to vendor through BHEL (Limited to CIF content indicated in tender/order) for availing Concessional Custom Duty as applicable for imported contents under Project Import regulations. Vendors shall indicate the list of imported items, quantity, CIF value (in Rupee and Foreign currency) and country of origin or country supplying raw material in price bid which will be referred to TANGEDCO for issuing EC. Request for additional Item / additional CIF other than that submitted with original tender shall not be entertained by BHEL during contract execution stage. in case of underutilized / unutilized EC, vendor shall provide the necessary documents to revise the EC. Please refer Package specific NIT for CIF detail. Vendors shall be solely responsible for arranging the foreign exchange release for any material, component & Bought out items that may be required to be imported and no foreign exchange will be paid or arranged by BHEL. Any increase or decrease in exchange rate shall be borne by vendor. Vendor shall consider the Concessional Custom Duty as a part of quoted Ex-works price. Vendor shall provide all necessary documents required to allow BHEL to obtain any Tax benefits / closure of bonds that the BHEL is eligible for under applicable laws existing as the effective date or that come into force thereafter. Vendor shall minimize its liability for seller taxes under applicable laws to the extent legally permissible and pass on the benefit of any savings on account of such reduction to BHEL. Vendor shall inform BHEL and provide the necessary documents to obtain required certificates from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be in vendor's scope.
24.	Material Receipt Certificate	As per Clause 21.0 of General Commercial Terms & Conditions of GCC Rev.06
25.	Taxes & Duties (For Domestic Vendor)	As per General Conditions of Contract (GCC) rev.06 & GST related Corrigendum to GCC rev.06
26.	Taxes & Duties (For Orders of Supply packages directly to Foreign Vendor)	In case of foreign vendors, Quoted prices & Dispatches shall be on C & F (Port-Chennai) basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder.
27.	Inspection Agency	BHEL/BHEL approved 3rd party inspection agency and/or TANGEDCO/TANGEDCO approved 3rd party inspection agency
28.	Inspection procedure	<u>For Domestic supplies</u> Vendor shall raise inspection call at least 15 business days in advance on BHEL CQS website to applicable inspection agency (as mentioned in PO/LOI or to be informed later) and submit copy of inspection call to BHEL-PEM for arranging customer participation in inspection/Joint inspection on the proposed date, as applicable. MDCC shall be issued on the basis of clear inspection report (CQIR). <u>For Foreign supplies</u> In case of Foreign supplies, if TANGEDCO/ TANGEDCO approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by PEM and then, sent to TENGEDCO for clearance. The dispatch clearance (MDCC) by TENGEDCO/BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.
29.	Construction power, Water and Storage Space for Turnkey Packages	Construction Water & Construction Power shall be 'Free of cost' at one point at site and further distributed by the vendor. Storage space will be provided 'Free of cost' for storing material, however contractor has to arrange his own labor colony.

30.	Submission of Final Drgs/Docs alongwith O&M Manual, Type Test Certificates (if any)	As per GCC Rev.06/Technical Specification/Kick-off meeting
31.	Monthly Progress Report	Vendor to provide monthly progress report each month after placement of PO, till supply of material. Monthly progress report of vendor shall include raw material status, BOI status, manufacturing, engineering progress including status of major drawings/docs, inspection & latest dispatch plan. Vendor may use their format to provide required information, however format(if any) issued by Purchaser after placement of PO shall be obligatory to vendor.

	Prepared by	Checked by	Reviewed by	Approved by
Name	JITESH KUMAR	RAJEEV LALWANI	B L BEDI	S BHATTACHARJEE
Designation	Sr. Engineer	Manager	SDGM	AGM & DH
Department	PG-II	PG-II	PG-II	PG-II
Signature				
Date	25.09.2017		25/9/17	25/9/2017

ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWL)

PROJECT:-

PACKAGE:-

TENDER ENQUIRY REFERENCE:-

NAME OF VENDOR:-

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									
PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE									
NAME				**DESIGNATIONS**		**SIGN & DATE**			

NOTES:

1. For self manufactured items of bidder, cost of withdrawl of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.

2. For directly dispatchable items, cost of withdrawl of deviation will be applicable on the basic price including taxes, duties & freight.

3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.

4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.

5. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawl of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.

6. Bidder shall furnish price copy of above format along with price bid.

7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.

8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.

9. For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.

10. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.

11. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.

12. Cost of withdrawl is to be given seperately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.

13. In case nature of cost of withdrawl (positive/negative) is not specified it shall be assumed as positive.

14. In case of descrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

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*

Note:

1. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**
2. **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 the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   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, in the Tender Enquiry/ Contract itself, it may be clearly specified that 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). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

   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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

   b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.