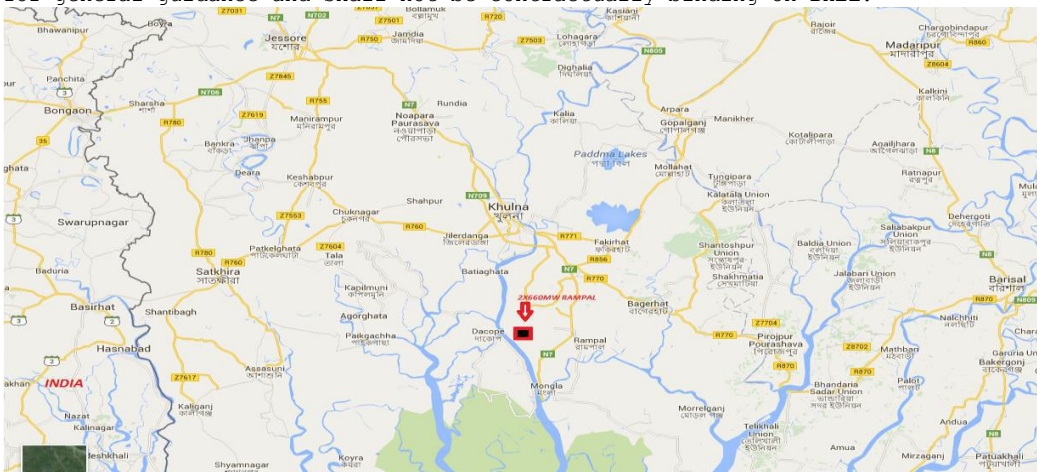


 	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	CPBG MATERIAL [ITEM: BUSDUCTS WITH COPPER CONDUCTOR FOR MAITREE PROJECT] TENDER REF. NO. 12301465
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These Conditions shall be read in conjunction with General Condition of Contract (GCC Rev R0) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

1.	INTRODUCTION	Project name : 2x660 MW MAITREE SUPER THERMAL POWER PROJECT Name of Owner : BIFPCL [BANGLADESH-INDIA FRIENDSHIP POWER COMPANY PVT. LTD.] Capacity : 2 x 660 MW The project is located in Rampal Upazila of Bagerhat District between latitude and longitude of 22 deg. 37' 0'' N to 22 deg. 34' 30'' N and 89 deg. 32' 0' E to 89 deg. 34' 5' E respectively. Site is 14 km northeast of Mongla port and 14 km northwest of Sundarban and is infringed by Posur & Moidara to the west & south east respectively. Nearest Town : Mongla (14 Km) Khulna (23 Km) Nearest commercial airport : Jesore (107 km from Project site) It is essential that the Bidder visit site and acquaint with the conditions prevailing at site before submission of the bid. The information given herein is for general guidance and shall not be contractually binding on BHEL. 
2.	APPROACH TO SITE	The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mongla- Khulna Highway. Nearest Domestic airport is Jessore, Bangladesh at a distance of about 107 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh
3.	Customer / Consultant	OWNER: BIFPCL (BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED). Joint venture of M/s NTPC, India & M/s Bangladesh Power Development Board, Bangladesh. CONSULTANT: M/s Fitchner, Stuttgart, Germany
4.	Scope of work	The detailed Scope is mentioned in Technical specification of this tender documents.
5.	General information	Bidders will have to submit "No deviation certificate" as per enclosed format (Annexure-XII). They may please note that, in case of Bidder's taking any deviation from the tender terms, same are to be listed separately in the cost of withdrawal form (Annexure-II), which will be subject to further discussion / withdrawal / mutual acceptance. Bids may be rejected, if any of the deviation is not mutually agreed. Further, it is presumed that, the bidder has agreed to all terms & conditions of this tender except for those entered in the deviation format (Annexure-II) and therefore subsequent claim for deviation and commercial implications (if any) from bidder at later date will not be entertained. Bidders are also required to fill all annexure of tender. Bids documents are to be only in English language. The bid supporting documents other than in English language are also to be supported with translated document in English language. All foreign Bidders to ensure that the English translated bid documents are also to be, duly certified by their embassy in India.

 	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	CPBG MATERIAL [ITEM: BUSDUCTS WITH COPPER CONDUCTOR FOR MAITREE PROJECT] TENDER REF. NO. 12301465
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6.	Progress review	The contractor shall submit the detailed programme of the engineering, manufacturing, inspection & dispatch within 7 days from LOI/PO. Review of progress of work by BHEL engineers from time to time is applicable.
7.	Quality assurance programme / Occupational Health, safety & environment management	Successful Bidder shall ensure that the quality is maintained in all the works connected with this contract at all stages as per requirement of BHEL.
8.	Type of Contract	Unit rate
9.	Customer (BIFPCL) Order Ref No.	Customer contract No. will be furnished along with dispatch instruction.
10.	Customer (BIFPCL) TIN / VAT No.	To be furnished with PO / dispatch clearance.
11.	Customer (BIFPCL) PAN No.	To be furnished with PO / dispatch clearance.
12.	Consignee / Delivery Address	Ultimate Consignee: Managing Director, Bangladesh India Friendship Power Company (Pvt.) Ltd., Level 17, Borak Unique Height, 117, KaziNazrul Islam Avenue, Eskaton Garden, Dhaka - 1217, Bangladesh. Destination: Site In-charge, Bangladesh India Friendship Power Company (Pvt.) Ltd. 2 X 660 MW Maitree Super Thermal Power Project, PO - Kalekharber, Union - Rajnagar, Rampal Upazila of Bagerhat District-9343., Bangladesh. Port consignee: - For Indian Suppliers - BHEL's CHA Godown Haldia Port or BHEL's CHA godown Chennai port - For High-Sea sale Supplies - MONGLA PORT, Bangladesh - For Bangladeshi Suppliers - Maitree site, Rampal, Bangladesh (Refer Port consignee address and contact details will be issued with the purchase order / LOI)
13.	BHEL-EPD GST No	29AAACB4146P1ZB
14.	BHEL-EPD PAN No.	AAACB4146P
15.	BHEL's VAT regn. No. in Bangladesh	To be intimated later (If necessary)
16.	BHEL's income tax regn. No. in Bangladesh	To be intimated later. (If necessary)
17.	Mode of Dispatch	By Road / Rail / Sea / Air on door delivery, freight pre-paid basis.
18.	Countries on banned list	The bidder shall get himself acquainted with the relevant Bangladesh laws as well as the import policy of the Government of People's Republic of Bangladesh remaining in force regarding import of banned item if any during the execution of the contract. In case of import of any banned items and/or contraband item the consequential liability shall rest with the contractor. Similarly the contractor shall be responsible for any non-conformance of Bangladesh Laws either by its own employees or any of the employees of its sub-contractors during the execution of the contract.
19.	Certification for the sourcing of material	Bidders must be mandatorily required to mention value of content sourced from India in their offer to BHEL-EPD
20.	Price Basis	Unit rate contract, FIRM, FOR site (up to CHA godown Indian port) / CFR Mongla port, Bangladesh / FOR Project site basis. Bidder shall quote their prices as per Price Schedule only. Bidders to include Freight charges up to the identified ports / destination (listed under Clause 12 above) in the basic price. Basic price should be inclusive of seaworthy packing & forwarding charges as per international norms. Detailed seaworthy packing instructions are attached.
21.	Purchase preference for Indian bidders	As per the directives of Government of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion, to promote manufacturing and production of goods and services in India and promote make in India policy, in public procurements purchase preference for the bidders (Local suppliers) will be as below: - Applicable only in case of sealed price bid opening. - There shall be a Margin of purchase preference of 20% for the bidder (Local supplier) and same will be operated on the following basis: - In order to promote the Make in India concept, Bidders to ensure minimum

 	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	CPBG MATERIAL [ITEM: BUSDUCTS WITH COPPER CONDUCTOR FOR MAITREE PROJECT] TENDER REF. NO. 12301465
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		local content of 50%. Local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them. All bidders are required to give along with the part - 1 bid, self-certification that the item offered meets the minimum local content and also to give details of the location (s) at which the local value addition is made. 1.3 If the L1 bidder is not meeting the criteria specified under 1.2 above, the lowest bidders among the bidders meeting this criterion will be invited to match the L1 price, subject to such bidder's quoted price is falling within the margin of preference and the contract shall be awarded to such bidder, subject to matching the L1 price. 1.4 In case such lowest eligible bidder fails to match the L1 price, the eligible bidder with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and the contract shall be awarded accordingly. 1.5 In case none of the eligible bidders, within the margin of purchase preference matches the L1 price, then the contract shall be awarded to the L1 bidder. 1.6 The bidder who has been debarred by any procuring entity for violation of Government of India, Ministry of Commerce & Industry order No. P-45021/2/2017-B.E-II dt. 15.06.2017, shall not be eligible for purchase preference against this tender. As already intimated in the NIT, BHEL reserves the right to go for Reverse Auction (RA).
22.	Supplier registration	Those Bidders who are not part of BHEL - EPD's PMD and get qualified for this tender may get registered in our PMD. For vendor registration, bidders to apply online. Vendor registration / evaluation formats (Annexure-VI) to be submitted online by the Bidders in the www.bhel.com portal.
23.	Paying authority	Paying authority shall be: BHARAT HEAVY ELECTRICALS LIMITED ELECTROPORCELAINS DIVISION PROF. C.N.R RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012, INDIA In case of Indian vendors, vendor bills shall reach BHEL -EPD within 15 days from the date of Shipping document i.e. LR. Any additional tax implication to BHEL due to delay in submission of bills by Seller beyond the statutory time limit shall be to seller's account.
24.	Payment Terms	1) Indian Bidders: Payment through NEFT / RTGS a) EIGHTY EIGHT PERCENT (88%) of basic value of materials supplied on prorata basis as per PO/ BBU (if applicable) along with 100% Freight and GST (@concessional rate as applicable for exports), is payable against receipted LR on delivery of goods to CHA godown at Indian port. Payment shall be made within 45 days from receipt of clear bills along with all supporting documents as per PO. b) GOI has amended GST Law - Section 51 of the CGST Act 2017 where in Government Agencies (PSU) has to deduct 2% GST as TDS w.e.f. 1.10.2018. Accordingly TWO PERCENT (2%) of basic value (Equivalent to 1% CGST + 1% SGST or 2% IGST) will be deducted as TDS & TDS certificate shall be issued by BHEL in line with the latest amendment in GST Law. c) 10% of basic price of materials supplied will be released within 45 days from the receipt of seller clear bill along with 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. Arranging MRC is the responsibility of purchaser (BHEL). If MRC is not issued within 150 days of material delivery at CHA godown, the payment linked to MRC will be released against receipted LR duly endorsed by BHEL's CHA agency or BHEL - ROD. 2) Foreign Bidders (Payment through L/C with usance period of 75 days) and the Indian agents of foreign Bidders (Payment through NEFT / RTGS within 75 days) a) 90% of FOB price of materials supplied with 100% marine freight charges on prorata basis, payable on FOB shipment, against receipt of clear bills along with all supporting documents as per PO. b) 10% of FOB price of materials supplied against the receipt of seller clear bill along with 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. Arranging MRC is the responsibility of purchaser (BHEL). If MRC is not issued within 150 days of material delivery at Mongla port in BANGLADESH, the payment linked to MRC will be released

 	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	CPBG MATERIAL [ITEM: BUSDUCTS WITH COPPER CONDUCTOR FOR MAITREE PROJECT] TENDER REF. NO. 12301465
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		against proof of delivery of consignment at port of discharge, duly endorsed by BHEL's CHA agency or BHEL. The documents to be submitted for claiming payments shall be: 1) For payment against dispatch: i) Invoice: Original + 3 copies ii) Bill of lading / Receipted LR (Original + 3 copies). iii) Packing List - clearly showing number of packages, gross weight and net weight, HSN code etc. - original+3 copies iv) Certificate of Country of Origin - Original + 3 copies v) MDCC from BHEL/Customer - as per SCC - 4 copies vi) Guarantee Certificate - Original + 3 copies vii) Insurance Intimation - 4 copies viii) Three (3) copies of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment. ix) 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. x) Certificate for complying with seaworthy packing for the consignment despatched.-3 copies. 2) For payment against Material Receipt Certificate (MRC): i) Invoice: Original + 3 copies ii) MRC issued by BHEL - EPD office / customer - Original + 3 copies (if MRC delayed by BHEL, then the Cl.24- 1 (c) & 2 (b) Will be applicable.) iii) Technical documents (as specified in the technical specification) Note: i) The requirement of any more documents, if needed for release of seller payment shall be informed later to the successful Bidder at the time pf placement of PO / LOI. ii) Foreign Bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for evaluation purpose, prices of foreign Bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign seller agree for 75 days usance LC or submit the documents on collection basis for payment within 75 days of submission of complete documents. iii) LC opening/ negotiation charges will be to seller / contractor's account. Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply. 1. GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor on GSTN Portal. 2. Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [if (a) above could not be complied]. 3. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements. 4. In case vendor delays declaring such invoice in his return & GST credit 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.be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.
25.	Mobilization Advance	No mobilization advance will be paid to the contractor.
26.	Price variation clause / overrun compensation	<u>Not Applicable.</u>
27.	Taxes & Duties	As per the present GST act, exemption / refund of GST is available only to the exporter. In this case BHEL being the principle exporter, the GST as applicable, paid by our seller / sub-vendor in India will be paid extra by BHEL against evidence, therefore should not be included in the basic equipment price. However,

 	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	CPBG MATERIAL [ITEM: BUSDUCTS WITH COPPER CONDUCTOR FOR MAITREE PROJECT] TENDER REF. NO. 12301465
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		seller to support BHEL with requisite documents for BHEL to take credit / refund of such GST. As credit / refund is applicable to BHEL for the GST paid, same is not a cost, to BHEL, therefore will not be accounted for price evaluation. Bidder, however, must ensure that the reduced/ concessional rate of GST as applicable for penultimate exporter vide Notification No. 41/2017-Integrated Tax (Rate) dtd. 23-10-2017, Notification No. 40/2017-Central Tax (Rate) dtd. 23-10-2017 or similar Notification issued by any State / Union Territory GST Authority is levied along with all the necessary compliances. The documents/ undertaking required for availing concessional rate of GST shall be made available by BHEL to the bidder before, during or after export of goods from India. Being export project, the Indian bidders are required to consider all the applicable export benefits, if any, as per the Foreign Trade Policy 2015-20 and Custom Act. BHEL EPD will provide all the necessary support in this regard. The bidder is required to indicate the support required and the break-up of CIF content at the enquiry stage. Vendors to note that in case material gets rejected or found to be shortage w.r.t to packing list, due to reasons attributable to the vendor, then the vendor shall bear all expenses / incidentals incurred by BHEL in despatching the consignment to Bangladesh, including port clearance at port of origin and port of destination as the case may be. Further, vendor to replenish the rejected / short shipped goods without any implication to BHEL. For foreign vendors, if any extra charges are incurred by BHEL during custom clearance at Bangladesh port due to noncompliance/ insufficiency by foreign vendor, the same shall be to vendor account. The statutory changes in Taxes/Duties and levies, if any imposed by state/ Central Govt. during the contract delivery period is to BHEL's account and any upward increase in tax implication beyond the contractual delivery period (on account of the delay attributable to seller / contractor) is to respective seller / contractor's account. Benefits on abolition / change / introduction of new tax system in lieu of any existing taxes during the execution of contract, must be passed on to BHEL. For all the supplies / services for the execution of the contract, rendered directly from outside India to the country of project site, the applicable taxes, duties Charges, Royalties, etc. in the country of origin shall be borne by seller / contractor/ contractor and should be included in the basic price. Same shall not be payable extra by BHEL Note: The seller to give an undertaking in writing to BHEL - EPD along with price schedule that all export benefits as applicable form self-manufactured or their BOI have been considered in line with above conditions of SCC while making price offer to BHEL - EPD.
28.	TAXES AND DUTIES (Clause No. 4.1, 4.2 & 4.3)	Clause No. 4.1, 4.2 & 4.3 of GCC to be read as: 4.1 CGST/SGST/UTGST/IGST 4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. 4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. 4.1.3 The purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB. 4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract.
29.	OTHER TAXES & LEVIES (Clause No. 4.4)	Clause No. 4.4 of GCC of GCC to be read as: 4.2 OTHER TAXES & LEVIES 4.2.1 All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. 4.2.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non- availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in Rs.) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid.
30.	DIRECT TAXES	Clause No. 4.6 of GCC to be read as:

 	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	CPBG MATERIAL [ITEM: BUSDUCTS WITH COPPER CONDUCTOR FOR MAITREE PROJECT] TENDER REF. NO. 12301465
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	(Clause No. 4.6 of GCC)	4.4 DIRECT TAXES 4.4.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel. Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.
31.	STATUTORY VARIATION (Clause No. 5.0 of GCC)	Clause No. 5.0 of GCC to be read as: 5.0 STATUTORY VARIATION 5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex- works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule. 5.3 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.3
32.	Insurance	Project MCE Coverage in BHEL's scope. BHEL shall arrange insurance cover for all the equipment's 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. All other terms and condition shall be as per GCC. Risk coverage will be as per latest Inco-terms. In case of damage / loss / theft of goods in transit up to the port of discharge, 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. 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, 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.
33.	Warranty	12 months from the date of commissioning or 24 months from last dispatch, whichever is earlier.
34.	Split order condition	Not applicable
35.	PERFORMANCE BANK GUARANTEE	CONTRACT PERFORMANCE BANK GUARANTEE (CPBG), in line with clause no. 11 of general commercial terms & conditions of GCC, is to be submitted within 10 days from the date of Letter of Intent (LOI)/ Purchase Order (PO) (Refer Annexure PBG for PBG format). The BG has to be issued in hard copy and not through SFMS.
36.	Drawing submission & Delivery Schedule	- Drawings Submission: Within 15 Days from Purchase Order/LOI/LOA Date. - SUPPLY completion Schedule: Within 4 Months from the date of CAT-A Approval.
37.	Unloading at site.	In the scope of BHEL. The Vendor shall furnish case-wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL site contractor.
38.	Final Drawings / Documents submission	As per respective Technical Enquiry Specifications.
39.	Inspection Agency	Inspection shall be carried out by agency as per below Inspection category of packages: Seller / contractor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to BHEL-EPD/Third Party Inspection Agency (as informed by EPD) for arranging Customer / Owner / Consultant / Third Party participation (wherever applicable), with an advance notice of 20 working days (from Indian seller) and 30 working days (from foreign seller /) for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by Customer/Owner/consultant based on the BHEL-EPD report OR Joint inspection report of BHEL EPD & Customer/Owner /Consultant (Wherever applicable). During the inspection if the equipment's are not found to be ready, all expenses

 	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	CPBG MATERIAL [ITEM: BUSDUCTS WITH COPPER CONDUCTOR FOR MAITREE PROJECT] TENDER REF. NO. 12301465
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		incurred by BHEL / BIFPCL / Consultant / Authorized person, on such visit will be recovered from seller / contractor. For the visits made within the country, will be charged @ INR. 40, 000/- (INR Forty thousand only) per person per visit and for foreign visits @ INR 1, 50, 000/- (INR one lakh and fifty thousand only.) per person per visit. Therefore, seller to ensure readiness of equipment in all respect before the visit. No item / equipment's shall be dispatched without obtaining Material Dispatch clearance certificate from BHEL-EPD Material Management Department irrespective of inspection categories.												
40.	Dispatch Documents Required (to be furnished by Seller / contractor)	1. The supplier shall provide the following documents in 5 sets, immediately after dispatch and 1 set through e-mail to the concerned purchase & commercial executive of BHEL - EPD: a) Copy of Seller / contractor Invoice. b) Copy of Packing List Indicating Quantity/ Gross weight, Net weight, HSN code and BHEL approved BBU item no. wherever applicable against each item dispatched. c) BL / LR 2. Further the documents as per Cl. No. 24 (payment terms) of SCC are to be submitted along with seller / contractor bills for claiming payment from purchaser. In addition to the above, seller / contractor may furnish mfg. clearance/drawing/documents approval date for the purpose of determining contractual delivery for expeditious processing of invoices.												
41.	Quantity Variation	Yes $\pm$ 30% of total contract value as per Cl. No. 6.3 of General Conditions of Contract (GCC).												
42.	Despatch & billing instructions	To be issued in due course of time to the successful Bidder												
43.	Liquidated Damages (LD)	Purchaser reserves the right to recover from seller/contractor the liquidated damages / penalty @ 0.5% of the undelivered portion of supply (Basic, excluding freight, taxes) per week's delay in dispatch, subject to a maximum of 10% of the total contract value (Basic, excluding freight, taxes), if the seller/ contractor fails to despatch the item within the period stipulated in the Order. Date of inspection call along with internal Test Certificates will be considered as delivery date for LD Purpose provided the material is found ready and acceptable during the inspection. Material is to be despatched physically from vendor's works within 20 (Twenty) days from receipt of MDCC from BHEL. In case of delay in physical dispatch of items, for reasons not attributable to BHEL, such delay will also be accounted for calculation of LD.												
44.	Loading Factor	As per GCC Further, following is the loading towards the logistics for Indian & foreign bidder during price evaluation, In case of quotation for shipment from different port / countries are received against any tender, then, quoted FOR CHA GODOWN Price/ CFR price shall be loaded by following factors to arrive at Total FOR project Site price for evaluation purpose Loading for transportation & Custom Clearance cost to reach material at Maitree project Site at Rampal right from receiving of Cargo at following Port:- <table border="1"> <thead> <tr> <th>Delivery address</th><th>General Cargo (Rate PER MT in Rs)</th><th>ODC Cargo (Rate PER MT in Rs)</th></tr> </thead> <tbody> <tr> <td>From Kolkata/Haldia Port, India</td><td>3,743.00</td><td>5,061.00</td></tr> <tr> <td>From Chennai port</td><td>4,071.00</td><td>5,421.00</td></tr> <tr> <td>From Mongla Port, Bangladesh</td><td>1,201.00</td><td>1,998.00</td></tr> </tbody> </table> Note: 1. Bidders to quote weight & dimension (dimension in case of ODC) of material in their quotation to BHEL-EPD. In case the actual weight & dimension at the time of loading & transportation and customs clearance is found to be more than 5% of quoted weight / dimension, the amount shall be recovered from the vendor bill for excess weight /dimension @1.5408 times the above mentioned rates. 2. ODC shall be considered for 100 MT or 13Mx3Mx3M Dimension, whichever is Higher. Also, loading for any deviation to NIT documents shall be done as per provision of GCC	Delivery address	General Cargo (Rate PER MT in Rs)	ODC Cargo (Rate PER MT in Rs)	From Kolkata/Haldia Port, India	3,743.00	5,061.00	From Chennai port	4,071.00	5,421.00	From Mongla Port, Bangladesh	1,201.00	1,998.00
Delivery address	General Cargo (Rate PER MT in Rs)	ODC Cargo (Rate PER MT in Rs)												
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 	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	CPBG MATERIAL [ITEM: BUSDUCTS WITH COPPER CONDUCTOR FOR MAITREE PROJECT] TENDER REF. NO. 12301465
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45.	Reverse Auction	BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid (price format submitted along with the offer in case of e-Procurement), submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid (price format submitted along with the offer in case of e-procurement) already submitted to BHEL along with the offer. The envelope sealed price bid (price format submitted along with the offer in case of e-procurement) of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price (price format submitted along with the offer in case of e-procurement)) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid (priced format submitted along with the offer in case of e-procurement) for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."
46.	MSME Units	Any Bidder falling under MSE/ 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 MSE/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-II 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. Documents should be notarized or attested by a Gazetted officer. In addition to the above, vendors can submit "Udyog Aadhaar". Documents should be notarized or attested by a Gazetted officer.
47.	Risk Purchase	For Supply: Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

 	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	CPBG MATERIAL [ITEM: BUSDUCTS WITH COPPER CONDUCTOR FOR MAITREE PROJECT] TENDER REF. NO. 12301465
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		RISK & COST Risk and Cost against Balance Work: Risk & Cost Amount= $[(A-B) + (A \times H/100)]$ 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 10 (TEN) 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: Incase 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. LD against delay in executed work/supply in case of Termination of Contract LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of 30work/supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/supply" is given below. 1. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1 2. Let the value of executed work/supply till the time of termination of contract= X 3. Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y 4. Delay in executed work/supply attributable to contractor/supplier i.e. $T2 = (1-X/Y) \times T1$ 5. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier. Note: Incase portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.
48.	Integrity Pact	APPLICABLE (FORMAT FOR INTEGRITY PACT ATTACHED) "Integrity Pact (IP)" 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. A panel of Independent External Monitors (I EMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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. b. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries,

 	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	CPBG MATERIAL [ITEM: BUSDUCTS WITH COPPER CONDUCTOR FOR MAITREE PROJECT] TENDER REF. NO. 12301465
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		etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department." All correspondence to the IEMs shall be done through Email only.	
49.	Details of Independent External Monitor (IEM)	Mrs. Pravin Tripathi, IA & AS (Retd.) D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi - 110 068 pravin.tripathi@gmail.com	Shri D.R.S Chaudhary, IAS (Retd.) Flat No. L-202 & L-203 (1st Floor), Ansal Lake View Enclave Shamla Hills Bhopal- 462 013 (M.P.) dilip.chaudhary@icloud.com
50.	Organization Chart	The bidder shall submit the overall organization chart along with contact details/mobile no. of officials dealing with this contract package for engineering, supply, Quality, E&C and maintenance etc. As mentioned in technical specifications. Bidder shall furnish the reference list with contact number, including especially Indian customers, if any.	
51.	Conciliation Clause	The Conciliation Scheme 2018 attached as <u>Annexure-A</u> shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.	