

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6100/SK Date- 29.11.2019 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 LT Power and Control Cables for Conveyor Package.
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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.

Sl.No.	Project Name	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-5, Units 7 & 8.
1.	Type of Contract	Supply Contract (Design manufacturing, testing and supply of LT Power and Control Cables for Conveyor Package.)
2.	Consignee address	RESIDENT MANAGER/BHEL-ISG BHEL-ISG SITE OFFICE 2x660 MW SURATGARH SCTPS, UNIT 7&8, SURATGARH, DIST - SRI GANGANAGAR ,RAJASTHAN PIN – 335804GSTIN No. of BHEL/ Rajasthan State. 08AAACB4146P1ZF
3.	Customer Name	M/S Rajasthan Rajya Vidyut Utpadan Nigam Limited, Rajasthan.
4.	Customer Order Ref No	RVUN/SE/(TD-I)XEN(TD-II)/D.380, Dated-23.05.2013
5.	Customer/Owner's GSTIN No.	08AABCR7436B1ZK
6.	Customer/Owner's PAN No.	AABCR7436B
7.	Bill To	BHEL-Industrial Systems Group Post Box No.:1249, Prof. CNR Rao Circle,IISc Post, Malleswaram, BANGALORE – 560012 GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1Z
8.	BHEL-ISG GSTIN No	29AAACB4146P1ZB
9.	BHEL-ISG Pan No	AAACB4146P
10.	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
11.	Road Permit Requirement	Shall be intimated during despatch.
12.	Transit Insurance	In BHEL Scope. A) Policy number - - SCE 5003004414P112521164 Policy period- 22/05/2017 to 21.05.2018 - Marine Cargo Open Policy -5003002114P112528695, Policy period- 22/05/2017 to 21.05.2018 B) Contact details: - Anju Kochhar Assistant Manager

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		UIIC-LCB Delhi 9650052495 (Mobile) E-mail: anjukochhar@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 Consignee address) b) D.S Pradeep Kumar Sarma Dy. Manager (Commercial) BHEL ISG, Prof CNR Ro Circle, IISc Post, Malleswaram, Bangalore-560012 Email ID- dsp@bhelisg.com
13.	Unloading at Site	In the scope of BHEL .
14.	Storage at Site	In the scope of BHEL .
15.	Movement of Material Within Site	In the scope of BHEL .
16.	Guarantee period	24 months from the date of supply or 12 months from the date of commissioning whichever is earlier.
17.	Delivery Schedule	Within three months (03) from LOI date.
18.	Payment terms	For Supply: As per clause 9.1 of GCC. Clause 9.1.2 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as: 'Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser, on submission of all final documents for the packages, duly certified by Engineering Department of purchaser.' Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor.
19.	Price basis	Price Basis: Ex-works inclusive of packing & forwarding charges, freight charges, all taxes & duties except Goods & Service Tax (GST), variable as per the Price Variation Clause. Price basis for ordering: Ex-works. Type of Contract: Unit Rate Freight Charges: - Freight Charges shall be included in the quoted price of equipment. No separate payment shall be made by BHEL for freight charges. Clause 8.1 of General Commercial Terms & Condition of GCC (Rev.01) is not applicable to this tender/ contract.

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20.	Price Variation Clause	Price Variation for the tender/ contract shall be as per the price variation formula and details mentioned under Annexure-V to this SCC. No interest, whatsoever, shall be payable by the purchaser on any Bank Guarantee/ security submitted or any amount due to the seller/ contractor.
21.	Reverse Auction	Clause 13.0 of Instructions to Bidders of GCC (Rev.01) shall be read as: “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, 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 already submitted to BHEL along with the offer. The envelope sealed price bid 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) 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 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).” As a reminder to the bidders, system will flash following message (in RED Color) during the course of ‘online sealed bid’: “Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”. Note: a) For the subject tender, the electronic price bid (e-bid) submitted under

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		Price bid, shall be treated as sealed envelope price bid. b) An abridged version of RA guidelines is available on BHEL tender page at www.bhel.com for reference by the bidders. Bidders shall note that annexure-XI of GCC (rev.01) is not applicable for this tender.
22.	Submission of Performance Bank Guarantee (PBG)	Not Applicable
23.	Inspection Agency	Inspection shall be carried out by RRVUNL/BHEL strictly as per approved QAP. QAP shall be submitted by the Bidder for approval by BHEL/RRVUNL.
24.	Inspection	a) At manufacturer's works, prior to dispatch by BHEL / Customer / Consultant. Inspection call with internal TC's to be given 15 working days in advance by indigenous supplier and 30 working days in advance by foreign supplier. Inspection call should be furnished in the enclosed format only. 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) Cost towards the inspection of indigenous/Offshore equipments by Customer/Customer's consultant will be to bidder's account, which includes to & fro Airfare/Railway/Road fare charges, Boarding and Lodging, local transportation and other related expenses. The cost shall be included in the price. d) <u>Inspection calls shall be addressed to BHEL-ISG Purchase Department irrespective of inspection categories.</u> No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from BHEL-ISG Material Management Department irrespective of inspection categories.
25.	Dispatch Documents Required (to be furnished by Vendor)	A) For Customer/Owner billing by ISG, the supplier shall provide the following documents to BHEL-ISG in 4 sets : For Supplies from within India: 1) Copy of Vendor Invoice (Original Invoice as per GST Act) 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 4) Receipted LR / delivery challan acknowledgement by RRVUNL / BHEL site engineer B) For Vendor payments following documents are required in 4 sets: 1. GST invoice as per GST Act 2. Delivery challan 3. Packing list 4. Receipted LR 5. Guarantee certificate

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		6. Insurance intimation In addition to the above, vendor may furnish 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	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 : Refer SI No-02 2) Dispatched by: (Vendor name) : A/c BHEL ISG, Bangalore 3} LR No 3) Package No / Total Package No e.g.: 1 of N, 2 of N; where N=Total no of packages in a particular consignment. 4) 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.
27.	Taxes & Duties	The terms and conditions mentioned in the GCC or original tender documents anywhere regarding previous tax structure (ED, CST etc.) shall be void and not to be considered. Terms relating to GST: 1. 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. 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/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

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		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 or 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:
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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 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 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.
28.	Submission of E1/E2 forms	Not Applicable
29.	Drawing submission and approval	As per Technical Enquiry Specification.
30.	Final Drawings / Documents submission	As per Technical Enquiry Specification.
31.	Arbitration :	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.

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		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.
32.	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”.
33.	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.
34.	MSE Suppliers	Any Bidder falling under MSME/ SC/ST category/ SSI unit shall furnish the details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME/SC/ST Owned category/ SSI unit. MSE suppliers can avail the intended benefits only if they submit along with

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		the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed vide Annexure-III where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-1 in case of two or three part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. In addition to the above, vendors can submit “Udyog Aadhaar”. Documents should be notarized or attested by a Gazetted officer.
35.	Others	Annexure-X of GCC (Rev.01) is not applicable to this tender/ contract. Please refer Annexure-II to this SCC for list of consortium Banks.

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Annexure-I
BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited 1 (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House at Siri Fort, New Delhi- 100049 through its Unit at BHEL- Industrial Systems Group, Bangalore having awarded to (Name of the Vendor/ Contractor/ Supplier) having its registered office at _____ 2 hereinafter referred to as the 'Contractor/ Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....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 thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall

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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 the7we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 PROJECT/ SUPPLY DETAILS

5 BG AMOUNT IN FIGURES AND WORDS

6 VALIDITY DATE

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6100/SK Date- 29.11.2019 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 LT Power and Control Cables for Conveyor Package.
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7 DATE OF EXPIRY OF CLAIM PERIOD

8 BG AMOUNT IN FIGURES AND WORDS.

9 VALIDITY DATE

10 DATE OF EXPIRY OF CLAIM PERIOD

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Annexure-II

List of Consortium Banks * (wef 22.03.2016)			
	Nationalized Banks		Nationalized Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

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Annexure-III

Certificate by Chartered Accountant on Letter Head

This is to certify that M/s
, (hereinafter referred to as
 'Company') having its registered office at is
 registered under MSMED Act 2006, (Entrepreneur Memorandum No. (Part-II)
dtd,
 Category:(Micro/ Small). Copy enclosed.

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

- For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006):
Rs.....Lacs.
- For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act. 2006):
Rs.....Lacs.

(Strike off whichever is not applicable)

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

OR

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

Date: (dd/mm/yyyy)

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

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Annexure-IV

Terms & Conditions of GST

- 1) Supplier shall mention their GSTIN in all their invoices and invoices shall be in the format as specified/ prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/ uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- 2) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 3) A declaration to the effect that all invoice particulars are/ have been uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- 4) All documents like Mill Test Certificate, LR copy, Guarantee/ Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/ consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- 5) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
- 6) For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6100/SK Date- 29.11.2019 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 LT Power and Control Cables for Conveyor Package.
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- 7) This is to inform that GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be submitted by vendor which shall be valid at least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
- 8) In case vendor delays, declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/ contractor along with interest levied/ leviable on BHEL.

9) Anti-profiteering clause:

GST law has a provision that any reduction of rates in GST or the benefits of ITC shall be passed on to the recipient by way of commensurate reduction in price of goods/ services. Hence, Bidder to ensure that benefit of reduction of rates in GST and benefit of ITC are being passed on by way of commensurate reduction in price of goods/services including capital goods.

Such benefit would accrue to vendors/ contractors due to availability of ITC for inter-state Supplies under GST which was not available in existing law due to CST credit not being available or ITC reversals under existing law for stock transfers, ITC reversals under Existing law on account of common credit etc. Further any element of taxes like Excise, VAT, CST, Service Tax, WCT, Entry Tax etc which are embedded into price of goods/ services shall also be taken into account for working out the benefits and for price reduction.

All benefits, as per the “Anti Profiteering Law” of GST shall be passed on to BHEL by the vendors, by way of commensurate reduction in price of goods/ services.

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Annexure-V

Price Variation Formula

- Prices shall be variable as per following PVC formulae as per IEEMA. The positive/ upward price variation shall be limited to +20% of total ex-works actually supplied (cable size wise) and –ve price variation shall be unlimited. Rates for working out price variation shall be as per rates published by IEEMA applicable for respective items of PO under various categories as published by IEEMA:

PVC Formula:

Please refer attached IEEMA Circular dtd-6th December 2017.

- Base date for prices:**

Initial Price (as per IEEMA): Base date shall be 1st working day of the previous month to the date of issue of tender enquiry for respective tenders.

Final Price (as per IEEMA): The first working day of month, one month prior to the date on which cable is notified as being ready for inspection against respective Purchase Orders.

- PVC shall be payable within agreed contractual delivery period or extensions thereof, provided the delay in completion of delivery is not attributable to the vendor. In case delay is attributable to vendor, for the payment purpose, the PVC shall be calculated based on rates applicable as on the date of expiry of contractual delivery date (including extensions where delay is not attributable to the vendor) or actual delivery date, whichever is beneficial to BHEL.