

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	---	--

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	Turnkey 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 – 335804 GSTIN No. of BHEL/ Rajasthan State. 08AAACB4146P1ZF Note: Consignee address in LR should be strictly as per above for the self-manufactured items of the vendor. However, the material shall be consigned to the site address of the vendor only for the bought out items of the vendor, which are directly dispatchable to site.
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 dispatch.
12.	Transit Insurance	In BHEL Scope. A) Policy number - - SCE 5003004414P112521164 (500300/44/14/04/40000007) Policy period- 25/11/2019 to 21/04/2020 - Marine Cargo Open Policy -5003002114P112528695 (500300/21/14/02/00000055), Policy period- 25/11/2019 to 21/04/2020

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	--	--

		B) Contact details: - Anju Kochhar Assistant Manager 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@bhel.in
13.	Unloading at Site	In the scope of Vendor .
14.	Storage at Site	In the scope of Vendor .
15.	Movement of Material Within Site	In the scope of Vendor .
16.	Delivery Schedule	Within Six months from the date of LOI. NOTE : Vendor shall strictly adhere to 'L2' schedule: In case of non-compliance to agreed schedules / milestones, then it would be presumed that vendor / contractor is not fulfilling contractual obligations. BHEL reserves the right to take suitable action like operating "Risk & cost clause".
17.	Project Management	To meet the need of project management , contractor shall provide the following services within quoted /accepted prices: PLANNING & MONITORING : • The contractor shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, as per delivery schedule given in this document. This network must conform to the overall project schedule. • Based on L1 network the contractor will prepare L2 network, which will indicate exhaustive list of activities of engineering, procurement of raw materials, manufacturing, testing, procurement of sub-vendor items, and dispatch as per delivery schedule given in this document. This network must include all milestones and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning etc. • Above schedules are to be preferably made in MICROSOFT PROJECT so that the same is compatible with BHEL's project management software.

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	--	--

		- Above schedules/ networks would be submitted to BHEL sequentially by the contractor within 15 days from date of LOI and finalized within a month. PROGRESS REPORTING : - The contractor shall prepare and submit to BHEL monthly progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL in CD (compatible to BHEL software) and also in requisite number of hard copies. The input & output data for all such schedule shall be furnished to BHEL in a manner compatible with BHEL software available at site. A copy of the progress report must be submitted to Project Manager latest by 7th of every month covering the detailed progress achieved in the previous month. - The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippage's do not accumulate and effect the overall program. - Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. The program of subsequent week shall also be presented by contractor for discussions. The contractor shall constantly update/revise his work program to meet the overall requirement. - Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Bangalore/site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings. - Successful bidder has to provide electronic/ computerized storing and re-production/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in virus free CD & handed over to BHEL as per requirement. - Other provisions of GCC of this tender would be applicable.
18.	Payment terms	As per GCC. The clause 9.3.1 (i) of general commercial terms & conditions of GCC, rev-01

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	---	--

		shall be read as : Five percent (5%) pro rata payment of total basic price (excluding taxes, duties & freight) as per approved billing schedule against approval of design documents and drawings certified by Engineering and submission of Bank Guarantee of equivalent value valid till completion of supply (Valid initially up to contractual completion date of supply). Design document and drawings shall be as defined for approval in the technical specification. The clause 9.3.2 of general commercial terms & conditions of GCC, rev-01 shall be read as : Five percent (5%) of basic price of materials supplied along with freight, if applicable, will be released on pro-rata basis after storing at proper space and submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor. The clause 9.12 of general commercial terms & conditions of GCC, rev-01 shall be read as : In case of Turnkey packages (refer clause 9.3.3 & 9.4.3) , if the PG test is not conducted up to 24 months from the date of last dispatch for reasons not attributable to vendor, the last 10% payment will be released against Bank Guarantee of an equivalent amount, valid initially for 12 months and extendable till completion of PG test. This BG will be in addition to contract Performance Bank Guarantee for 10% of the contract value (Ex-Works / F.O.B.). (Copy of site certification / RAB for having completed the work shall be submitted by bidder at the time of claiming erection & commissioning payments along with documents as mentioned below). 1. Copy of Measurement book 2. Original RAB 3. Annexure A,B,C,D & F to RAB 4. Copy of PF challan for work done period 5. Copy of insurance / ESI for work done period 6. Copy of attendance sheet for work done period 7. Labor License Vendor to ensure submission of billing schedule well in time to the Purchase department for approval.
19.	Guarantee period	Guarantee shall be 18 months from the date of last despatch or 12 months from the date of installation whichever is later.
20.	Price basis	For Supply: Firm till completion of the Project. Ex-works inclusive of packing & forwarding and freight charges. GST shall be payable extra on Basic value and Freight.

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	--	---

		For Erection and Commissioning: Firm till completion of the Project. GST shall be payable extra at actuals on Basic value. TDS shall be made for IT as per Income Tax act. (The E&C charges excluding GST should be at least 15% of the total contract price (excluding spares but including freight), failing which the break-up of prices shall be adjusted accordingly for ordering.)
21.	Submission of Performance Bank Guarantee (PBG)	PBG, in line with clause no 11 of general commercial terms & conditions of GCC, rev-01, is to be submitted within 10 days from the date of Letter of Intent (LOI). Vendor shall submit Contract Performance Bank Guarantee for 10% of Order/ Contract value for the total package (excluding GST). Clause no- 11.4 of general commercial terms and conditions of GCC, Rev 01 shall be read as: Validity of the Bank Guarantee shall be for the entire Guarantee period + 3 months claim period. Initially, it should be at least 21 months (from the date of LOI) + 03 months claim period, later extended to cover the guarantee period, two months before its expiry. The BG has to be furnished in hard copy of stamp paper with appropriate value. Our bank details for information are: Name of Bank- ICICI Bank Limited Branch Address- ICICI Bank Tower, # 1, Commissariat Road, Bangalore – 560025 Branch IFSC Code- ICIC0000002 Account No.- 000205003783 Nature of account- COLL A/C The Bank Guarantee shall be sent to the tender inviting officer under registered post (A/D). Note: In Case of Bank Guarantees submitted by Foreign Vendors- - From Nationalized/ Public Sector/ Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in Bangalore i.e. Demand can be presented at the Branch located in Bangalore. - From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank) b.1 In such cases, the Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). All charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Vendor.

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	--	---

		b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl. no. b.1 will required to be followed. b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.
22.	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.
23.	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.
24.	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 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

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	--	--

		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.
25.	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.
26.	ECS Payment	Payment will be made by ECS only and for which the vendors are to provide the following information along with their offers in their letter head duly signed, Information to be provided: BANK NAME, BANK ADDRESS, BANK PHONE, IFSC CODE (NEFT), BANK ACCOUNT NO, PAN NO, SERVICE TAX NO, TIN NO, E-MAIL ID. Vendor shall also submit a cancelled cheque along with the first bill.
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

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	---	--

		be submitted as per the requirement of BHEL. 4. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so. 5. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL. 6. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills. 7. This is to inform that GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be submitted by vendor which shall be valid at least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. 8. In case vendor delays, declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL. 9. Anti-profiteering clause: GST law has a provision that any reduction of rates in GST or the benefits of ITC shall be passed on to the recipient by way of commensurate reduction in price of goods/services. Hence, Bidder to
--	--	--

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	---	--

		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 IS-1-13-2000/ 200.
30.	Final Drawings / Documents submission	As per Technical Enquiry Specification IS-1-13-2000/ 200.
31.	Integrity Pact	Not Applicable.
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.	Risk purchase	As per clause 26.0 of General Commercial Terms & Conditions of GCC (Rev.01). Clause no. 26.2 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as: Recovery on account of Purchases made by Purchaser at the Risk & Cost of Seller/ Contractor shall be worked out as follows: Risk and Cost against Balance Work: $\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$ 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 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for ‘Termination of Contract’, shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	---	--

		Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. Note: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.
34.	Model conciliation clause	As per annexure: Model Conciliation Clause for Conducting Conciliation Proceedings under the BHEL Conciliation Scheme, 2018.
35.	Arbitration	Clause no. 32.0 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as: All questions and disputes/ difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	--	--

		made there under and for the time being in force shall apply to the arbitration proceedings. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference. The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party. The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract “. Clause no. 32.1, 32.2 & 32.3 of General Commercial Terms & Conditions of GCC (Rev.01) are not applicable to this tender/ contract.
36.	Fraud Prevention	"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."
37.	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 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

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	--	--

		(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.
38.	Integrity Commitment, performance of the contract and punitive action thereof	The offers of the bidders who are under suspension as also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com Commitment by Bidder/Supplier/Contractor: 1. The bidder/supplier/contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. 2. The bidder/supplier/contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. 3. The bidder/supplier/contractor will perform/execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/money/reputation, to BHEL. In order to protect its commercial interests, BHEL may take action against suppliers/ contractors by way of suspension of business dealings with them, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price as per the guidelines for Suspension of Business Dealings with Suppliers / Contractors available at www.bhel.com under “supplier registration page”.
39.	Order of Precedence of Documents	a) Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL. b) Notice Inviting Tender c) Price Bid Format d) Special Conditions of Contract (SCC) e) Technical specifications & Documents

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	---	--

		f) General Conditions of Contract (GCC) For example, in case of any conflict or inconsistency, the requirement of (a) shall prevail over the (b). Order of precedence shall be a>b>c>d>e>f (where ">" indicates the general greater than sign)
40.	Make in India	As per the directives of Government of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion, purchase preference shall be given to the local suppliers. The purchase preference shall be given as per the Order no. P-45021/2/2017-B.E.-II dated 15-06-2017 and revised Public Procurement (Preference to Make in India) order dated 28-05-2018 from Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India and extended guideline and circulars in this regard. The subject tender/ contract shall be considered as "NOT DIVISIBLE". Margin of purchase preference for the subject tender/ contract shall be 20% [based on price evaluation criteria of the tender] Minimum local content for the subject tender/ contract shall be 50% as per relevant circulars and guidelines issued by Government of India/Ministry. (as applicable). The local bidder/ supplier shall provide the following documents along with the Part-1 bid: i. For procurement value up to INR 10 Crores, self-certification that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made. ii. For procurement value in excess of INR 10 crores, the local supplier shall be required to submit a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. BHEL reserves the right to negotiate with the L1 bidder and in case of successful price negotiation with the L1 bidder BHEL shall arrive at a final L1 price. In such a case, if the L1 bid is not from a local supplier, the local bidders/ suppliers will be invited to match the final L1 price arrived at after negotiation, in the manner specified in the above mentioned order and the order/ contract shall be awarded to such local supplier subject to matching the final L1 price. For the purpose of inviting the local bidders/ suppliers, the margin for purchase preference shall be considered/ calculated with respect to the original price & ranking obtained in the tender, i.e. before price negotiation with the L1 bidder.
41.	Reverse Auction	Terms & Conditions of Reverse Auction as per annexure XI of GCC stands revised. Abridged Version of 'Guidelines for Reverse Auction' is uploaded in Bhel website www.bhel.com will be applicable.
42.	Splitting of tender	Not Applicable
43.	Other terms & Conditions	As per General Conditions of Contract GCC Rev-01.
44.	Others	Annexure-X of GCC (Rev.01) is not applicable. Please refer Annexure-III to this SCC for list of consortium Banks.

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	--	--

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.....dated3 valued at Rs.....4 (Rupees -----)/FC.....(in words.....) for5 (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 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.

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	---	--

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

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	--	--

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

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	--	---

Annexure-II

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

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	--	---

Annexure-III

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

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	---	--

Annexure IV

Terms & Conditions of GST

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

	INDUSTRIAL SYSTEMS GROUP	SPECIAL CONDITIONS OF CONTRACT (SCC) Enquiry no – 77/19/6151/SK Date- 18.02.2020 Revision No. 00	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 Coal Lab Equipment Package for Coal Handling Plant
--	---	---	--

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.