
	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)


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 rev.01.**

1.	<b>ITEM/ WORK DESCRIPTION</b>	Design, Engineering, Manufacturing, Supply, E&C & PG Test etc. of WAGON TIPLER,SAC AND APPRON FEEDER Package, as per Technical Specifications and Terms & Conditions
2.	<b>PROJECT NAME</b>	3X800MW PVUNL, PATRATU VIDYUT UTPADAN NIGAM LIMITED.
3.	<b>SITE LOCATION</b>	Location: JHARKHAND STATE, INDIA
4.	<b>CONSIGNEE DETAILS/ SHIP TO</b>	PATRATU VIDYUT UTPADAN NIGAM LTD 3X800 MW Project Phase-I PO - PTPS, Dist-Ramgarh Jharkhand – 829119 GSTIN : 20AAICP3718K1ZH A/c BHEL ISG
5.	<b>BUYER/ BILL TO for Supply of Goods</b>	BHEL-Industrial Systems Group Post Box No.:1249, Prof. CNR Rao Circle, IISc Post, Malleswaram, BANGALORE – 560012 GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB
6.	<b>BUYER/ BILL TO for Supply of Services</b>	(Consignee Address): “ Resident Manager BHEL-ISG Site Office PATRATU SUPER THERMAL POWER STATION, EXPANSION PHASE-I, (3X800 MW), PATRATU,DISTT-RAMGARH, JHARKHAND-829119 GSTIN of BHEL/ Jharkhand State: 20AAACB4146P5ZP
7.	<b>MODE OF DISPATCH</b>	Equipment to be despatched by road/ rail/ air/ Sea on door delivery basis. Consignee copy of LR to be sent with consignment. Note: It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement.
8.	<b>INSURANCE</b>	Transit cum Storage and E&C Insurance - In BHEL Scope.  As per clause no. 17.0 of general commercial terms & conditions of GCC (Rev.01). Complete project insurance is under BHEL scope. Copy of MCE policy will be issued to the successful bidder in due course of time.  In case of damage/loss/theft of goods at any stage starting from “in transit” till final handing over to BHEL, the seller will support Purchaser (BHEL) for lodging claim with insurance company. Registering FIR with police

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Tender Ref: 77/22/6097/RRC

		<p>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 &amp; Insurance surveyor will be with seller.</p> <p>In case the claim is not honoured 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.</p> <p>In any case bidder will make good the damage/ loss on BHEL instructions.</p> <p>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 :</p> <p>a) BHEL Site office (Address same as Place of Delivery) b)BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012</p> <p>Contact Details: Will be provided later</p> <p>Insurance as applicable for field work such as third party liability, workmen compensation, Seller/Contractor's own Tools &amp; Plants and automobile shall be arranged by the Seller/ Contractor.</p>
<p>9.</p>	<p><b>PROVISION OF FACILITIES AT SITE</b></p>	<p>a) Electricity: - Electricity for construction purpose LT power (415 V (3 phase) level) will be provided by BHEL at one single point on chargeable basis as per prevailing rate of the state. Further distribution of electricity shall be arranged by the contractor at his cost.</p> <p>Any duty, deposit involved in getting the Electricity shall be borne by the bidder. As regards contractor's office shed also all such expenditure shall be borne by the contractor.</p> <p>Provision of distribution of electrical power from the given single central common point to the required places with proper distribution boards, approved cables and cable laying including supply of all materials like cables, switch boards, pipes etc., observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements shall be the responsibility of the Bidder / contractor.</p>

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Tender Ref: 77/22/6097/RRC

		<p>BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.</p> <p>As there are bound to be interruptions in regular power supply, power cut / load shedding in any construction sites, suitable extension of time, if found necessary only be given and contractor is not entitled for any compensation. Contractor shall make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets with consumables at their cost during the power breakdown / failure to get urgent and important work to go on without interruptions. No separate payment shall be made for this contingency.</p> <p>Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.8 shall be provided by the contractor at his cost. Penalty if any levied by customer on this account will be recovered from contractor's bills.</p> <p>Vendor share of electricity charges based on actual consumption determined and decided by BHEL.</p> <p>b) Water: - Construction water shall be provided free of cost at one point and further distribution to be taken care of by the bidder at their cost. CHP area is as defined in technical specification.</p>
<p>10.</p>	<p><b>Guarantee Period(Defects Liability period) and Latent defects Liability</b></p>	<p>Defects Liability shall be Eighteen (18) months from the date of completion of facilities or 12 months from the date of Operational acceptance of the facilities (or any part thereof) for the tender package whichever is earlier.</p> <p>Completion of facilities/Operational acceptance of the facilities: As per scope defined in this tender, certification by BHEL-RM</p> <p>At the end of defect liability period, the contractor liability ceases expect for latent defects. The contractor liability for latent defects warranty shall be limited to a period of five years (5) from the end defects liability period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the defect liability period.</p> <p>Completion of facilities/ Operational acceptance of the facilities: as per scope in this tender, Certification by BHEL-RM.</p> <p>All guarantee/warranty/Defects Liability and Latent Defects Liability/PBG are by the Main bidder.</p>
<p>11.</p>	<p><b>PERFORMANCE BANK GUARANTEE</b></p>	<p>PBG, in line with clause no 11 of general commercial terms &amp; conditions of GCC, rev-01, is to be <b>submitted within 10 working days from the date of Letter of Intent (LOI).</b></p>

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Tender Ref: 77/22/6097/RRC

		<p>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 Defect Liability <b>+ plus claim period as per RBI Guidelines (however, in any case, with a minimum period of not less than 3 months)</b>. It should cover the entire guarantee period, two months before its expiry.</p> <p>Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of enhanced performance security which would include interest (SBI rate + 6%) due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.</p> <p><b>The format for PBG shall be as per GCC. (PBG Format)</b>  The BG has to be furnished in hard copy of stamp paper with appropriate value. Our bank details for information are:  <b>Name of Bank-</b> ICICI BANK LIMITED  <b>Branch Address-</b> ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025 <b>Branch IFSC Code-</b> ICIC0000002  <b>Account No.-</b> 000205003783  <b>Nature of account-</b> COLL A/C</p> <p><b>The Bank Guarantee shall be sent to the tender inviting officer under registered post (A/D).</b></p> <p><b>Note:</b>  <b>In Case of Bank Guarantees submitted by Foreign Vendors(if applicable)-</b></p> <ol style="list-style-type: none"> <li>a. From Nationalized/ Public Sector/ Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in Bangalore i.e. Demand can be presented at the Branch located in Bangalore.</li> <li>b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank) <ol style="list-style-type: none"> <li>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.</li> </ol> </li> </ol>
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Tender Ref: [77/22/6097/RRC](#)

		<p><b>b.2</b> 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.</p> <p><b>b.3</b> The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).</p> <p><b>b.4</b> The BG should clearly specify that the demand or other document can be presented in electronic form.</p>
12.	<b>DELIVERY SCHEDULE</b>	<p>Date of completion of facilities within from the date of LOI for:  WT-1 (wagon tippler, side arm charger &amp; apron feeder with associated electricals): 15 months  WT-2 (wagon tippler, side arm charger &amp; apron feeder with associated electricals):: 18 months</p> <p>Details as per attached L1 Schedule.(Refer Annexure-1)</p> <p>Delivery schedule for spares: within 3 months from the date of clearance by BHEL.</p> <p>Vendor shall despatch the material sequential manner based on site requirement.</p> <p>Note: Vendor shall submit the detailed L2 schedule for completion of entire scope of work, in line with the Delivery schedule above. The detailed L2 schedule shall cover details like basic engineering, detailed engineering, BOI Ordering, manufacturing, inspection &amp; supply, erection, testing &amp; commissioning etc. and shall be submitted by vendor within one month from the date of Letter of Intent (LOI). The L2 schedule shall be reviewed by BHEL and shall be mutually agreed. Vendor to strictly adhere to the mutually agreed L2 schedule. In case of noncompliance to the agreed schedules/ milestones, then it would be presumed that vendor/ contractor is not fulfilling contractual obligations. In such cases, BHEL reserves the right to take suitable actions like operating "Risk &amp; Cost" clause.</p>
13.	<b>EXTENSION OF TIME FOR COMPLETION</b>	<p>a) If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the successful bidder shall request for extension of the contract, along with reasons for delay &amp; plan/ schedule for balance supplies/works, and BHEL at its discretion may extend the contract.</p> <p>b) Based on the reviews, the scope balance at the end of original contract period less the backlog attributable to the successful bidder shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the successful bidder is bound to complete the portion of backlog attributable to the successful bidder. Any further 'Time</p>

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Tender Ref: [77/22/6097/RRC](#)


		<p>extension’ or ‘Time extensions’ at the end of the previous extension shall be worked out similarly.</p> <p>c) However if any ‘Time extension’ is granted to the successful bidder to facilitate continuation of work and completion of contract, due to backlog attributable to the successful bidder alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to The successful bidder, in addition to any other actions BHEL may wish to take at the risk and cost of Successful bidder.</p> <p>d) A joint program shall be drawn for the balance amount of work to be completed during the period of ‘Time Extension’. Review of the program and record of shortfall shall be done.</p> <p>e) At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Successful bidder, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to successful bidder and recoverable from the dues payable to the successful bidder.</p> <p>f) If there is any delay in handing over of the fronts or any other reasons by BHEL and delay is not attributable to vendor, time extension will be given to vendor without any additional financial implication.</p>
14.	<b>INSPECTION AGENCY</b>	Inspection shall be carried out by end customer/ end customer’s consultant/ BHEL/ Third Party Inspection Agency. Details as per Technical Specifications.
15.	<b>INSPECTION</b>	As per clause 14.0 of General Commercial Terms & Conditions of GCC (Rev.01).
16.	<b>PRICE BASIS</b>	<p><b>a) Price Basis for supply: Ex-works Basis</b>, inclusive of packing &amp; forwarding charges and any other taxes, duties and levies payable, except GST. However, Bidder shall deliver the material up to project site on behalf of BHEL and hence, applicable Freight charges including loading unloading or any other charge applicable for the delivery of goods to site to be quoted separately in price format.</p> <p><b>b) Price Basis for E&amp;C and other Services (if any):</b> basic price basis inclusive of all taxes &amp; duties, levies etc., except Goods &amp; Service Tax (GST). PVC till the completion of project.</p> <p>The Contract Price (supply +E&amp;C) shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour, and material components etc. in accordance with the provisions specified in annexure – IV of SCC, valid till completion of contract</p>

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Tender Ref: 77/22/6097/RRC

		<p>Ex-Works Price of Plant and Equipment [excluding Mandatory Spares and Type Tests Charges] and Installation Price Component of Contract Price,(Excluding O&amp;M charges) subject to a ceiling of (+/-) 20% of the said price component for supply, erection, testing and commissioning.</p> <p>Prices for mandatory spares, type test charges and Freight, if applicable shall be firm, valid till completion of contract.</p> <p>Bidder shall indicate CIF content considered in the quoted price. List of import items, country of import and currency of import to be provided along with offer</p> <p>However, for imports beyond the CIF content value mentioned in the tender all import implications like applicable Basic Customs Duty, Education cess, antidumping duty, safeguard duty etc. shall be included in the ex works price</p> <p><b>Note:</b> Total erection &amp; commissioning charges excluding GST should be minimum 15% of the total quoted package price (excluding GST), break-up of prices shall be adjusted accordingly while ordering in case of any deviation.</p>
17.	<b>CUSTOM CLEARANCE</b>	<p>Custom clearance for all the items imported for the project shall be in bidder's scope. Also all type of duties, levies, fees, charges (if any) imposed by relevant agencies for Custom/ any other clearance shall be to bidder's account.</p> <p>It's the responsibility of the bidder to supply the material up to site which includes all other internal activities like loading -unloading at various location/custom clearance/port clearances, obtaining all other clearance form competent authority etc. (As applicable).</p>
18.	<b>Ordering Methodology</b>	<p>The order for the total scope shall be placed as below:</p> <ul style="list-style-type: none"> <li>a) Purchase Order shall be issued for supply of goods including spares</li> <li>b) Work Order shall be issued for supply of services like E&amp;C, PG Test, Handing Over etc.</li> </ul>
19.	<b>PAYMENT TERMS</b>	<p>As per cl. no. 9.0 of <b>General Commercial Terms &amp; Conditions of GCC (Rev.01)</b>.</p> <p><b>The Terms of payment shall be</b> as under: on prorata basis as per approved Billing Breakup.</p> <p><b>A. For Supply of Goods (Main Supply):</b></p> <ul style="list-style-type: none"> <li>i. Total Five Percent (5%) of the ex works price for supply of plant &amp; equipment against submission &amp; approval of basic/ detail engineering drawings (2D and 3D)/ documents progressively on pro rata basis against submission of equivalent amount of Bank Guarantee as per BHEL format.</li> </ul>




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Tender Ref: [77/22/6097/RRC](#)


		<p>The pro rata payment shall be as per the list of drawings enclosed along with technical specifications. LIST OF DRG FOR PRORATA PAYMENT” folder in Technical Specifications and the weightage indicated against each drawing/ document thereon.</p> <p>Internal break-up of 5% is as mentioned below:</p> <p>2.5% against submission.</p> <p>2.5% against approval from end customer. (If approval is not applicable, same shall be certified by BHEL/Engg).</p> <p>Note: The Bank Guarantee’s for advance mentioned above can be submitted in three lots i.e 1st Lot- 40% of 5% of basic contract value for supply Excluding GST, 2nd Lot- 40% of 5% of basic contract value for supply Excluding GST and 3rd Lot- 20% of 5% of basic contract value for supply Excluding GST, value wise. (Hence total of value of Bank Guarantee’s for advance shall be 5% of basic contract value for supply excluding GST).</p> <p>The 1st Lot BG (for 40%) shall be submitted within two weeks from the date of LOI or along with the 1st bill against the above payment term, whichever occurs first.</p> <p>The 2nd BG (40%) to be submitted while claiming 2nd Lot- 40% payment or after receipt of minimum 40% payment against the above payment term whichever occurs first.</p> <p>And the 3rd BG (20%) to be submitted upon claiming 3rd Lot- 20% payment or after receipt of minimum 80% payment against the above payment term whichever occurs first.</p> <p>The initial validity of each of these BGs shall be at least 12 months from the date of issue plus additional three months claim period and further extended till completion of supplies. Vendor can also chose to submit a single BG for the entire 5% value mentioned above. The bidder can submit the reduced value of above-mentioned BGs for the balance portion as per the approved BBU during the extension of the BGs. Further, these BG can also be returned against recovery of unadjusted amount by BHEL from vendor’s bill. In case the above activity linked payments mentioned at Sl.No.A. (i) are not claimed by the bidder, the 5% payment shall be payable on pro rata basis along with supply payment as mentioned in Sl.No.A.(ii) below. Under this condition, bank guarantee for equivalent amount stated in Sl.No.A. (i) will not be required to be submitted.</p>
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Tender Ref: [77/22/6097/RRC](#)

		<p>The BGs submitted for 5% of payment (value wise 5% of basic contract value for supply Excluding GST) as mentioned above shall be released upon final drawing/document approval from end customer (If approval is not applicable, same shall be certified by BHEL/Engg) of corresponding billing value (as per the approved BBU)(after certification by BHEL-ENGG), i.e. if 40% of billing value (gross value) of drawings/documents are approved by customer, the 1st BG (Lot-1) as mentioned above shall be released after certification by BHEL-ENGG. The other two BGs shall also be released in the same manner.</p> <p>The seller/ contractor can also chose to submit a single BG for the entire 5% value (5% of basic contract value for supply Excluding GST) as mentioned above. In such a case, the initial validity of the BG shall be at least 12 months from the date of issue plus additional claim period (as per RBI guidelines) and further extended till last date of approval from end customer (If approval is not applicable, same shall be certified by BHEL/Engg).</p> <p>The amount of this BG can be reduced in three lots, i.e. 40%, 40% and 20% chronologically (by value) upon final drawing/document approval from end customer (If approval is not applicable, same shall be certified by BHEL/Engg) of equivalent billing value as per the approved BBU.</p> <p>Bank Guarantee's for Advance (BG-A) are to be Submitted for Payment purpose only. Contract Performance Bank Guarantee (CPBG) to be submitted separately for clause 11.0 of SCC.</p> <p>In case the above activity linked payments mentioned at SI.No.A. (i) (2.5%+2.5%) are not claimed by the bidder, the 5% payment shall be payable on pro rata basis along with supply payment as mentioned in SI.No.A.(ii) below. Under this condition, bank guarantee for equivalent amount stated in SI.No.A. (i) will not be required to be submitted.</p> <p>ii. Seventy percent (70%) of ex works price of materials supplied, as per approved billing schedule, along with 100% GST (as applicable), shall be payable against clean receipted LR/ proof of receipt at site on pro-rata basis. GST will be paid if it is reported by the supplier in GSTR-1 and it appears in BHEL GSTR-2B.</p> <p>iii. Five percent (5%) of exworks price of materials supplied will be released progressively on pro-rata basis after receipt of Material Receipt Certificate (MRC) from BHEL project site engineer/RM.</p> <p>iv. Ten percent (10%) of exworks price of materials supplied and 100% freight charges will be released progressively on pro-rata basis after receipt of</p>
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Tender Ref: 77/22/6097/RRC

		<p>Material Receipt Certificate (MRC) from PVUNL/NTPC, Certified by BHEL Engineer. In case of PVUNL/NTPC MRC is not applicable for any item, this shall be payable against BHEL MRC based on Certification by BHEL.</p> <p>v. Five (05%) of total exworks price of materials will be released on prorata basis against Trial Operation (for each equipment) subject to completion of all supplies (Main Supply of respective equipment) as per the approved Billing Schedule. (If full load trial run operation is not within 5 months from the date of no load trial run, for reasons not attributable to the Vendor/ Contractor, this 5% payment will be released against equivalent bank guarantee valid initially for 12 months and extendable till completion of Trial run with full load.</p> <p>vi. Five percent (05%) of the total exworks price of materials shall be released after submission of all final documents as per Technical Specifications and successful completion of the Performance Guarantee (PG)/Demonstration Test at site/ handing over (i.e. completion of entire scope of work- Supply + E&amp;C) of the individual equipment to BHEL/ BHEL's Customer.</p> <p>Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor.</p> <p>If the PG test is not conducted up to 12 months from the date of no load trial operation of respective equipment and completion of all supplies for the entire scope of respective equipment, for reasons not attributable to the vendor/ contractor, the last 5% payment will be released against Bank Guarantee of an equivalent amount, valid initially for 12 months and extendable till completion of Performance Guarantee (PG)/ Demonstration Test at site/ handing over of the Individual equipment (i.e. completion of entire scope of work- Supply + E&amp;C + PG Test of respective equipment).</p> <p>No interest, whatsoever, shall be payable by the Purchaser / BHEL to the bidder / contractor on any earnest money or on the Bank Guarantee or security deposit submitted or on any delayed payment by BHEL to the bidder / contractor or on any amount due to the bidder/ contractor.</p> <p><b>B. For Supply of Goods (Mandatory Spares):</b></p> <p>vii. Seventy percent (70%) of exworks price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be payable against clean receipted LR/ proof of receipt at site on pro-rata basis. GST will be paid if it is reported by the supplier in GSTR-1 and it appears in BHEL GSTR-2B</p>
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Tender Ref: 77/22/6097/RRC

		<p>i. Five percent (5%) of exworks price of materials supplied will be released progressively on pro-rata basis after receipt of Material Receipt Certificate (MRC) from BHEL project site engineer/RM.</p> <p>ii. Twenty Five percent (25%) of exworks-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. If MRC from BHEL’s Customer is not applicable for certain items, this payment shall be released for such items based on certification by BHEL engineer/ Resident Manager.</p> <p><b>C. For supply of Services (E&amp;C, PG Test, Handing over etc.)</b></p> <p>i. Seventy Five percent (75%) payment on pro-rata basis for the erection work completed, as per approved billing schedule, shall be payable against submission of MB(Measurement Book), RAB (Running Account Book)and other related documents duly certified by BHEL Engineer/RM.</p> <p>ii. Fifteen percent (15%) payment on pro-rata basis on successful completion of commissioning of each equipment, as per approved billing schedule, shall be payable against submission of MB(Measurement Book), RAB (Running Account Book)and other related documents duly certified by BHEL Engineer/RM.</p> <p>iii. Five percent (5%) of the total value shall be payable on pro-rata basis on successful trial operation of each equipment as per approved billing schedule, on submission of protocols, duly signed by BHEL site Engineer/ BHEL’s Customer.</p> <p>iv. Five percent (5%) of the total value shall be released on pro-rata basis by BHEL-ISG, HQ on successful completion of PG/ Demonstration test(s) at site/ handing over of each equipment to BHEL/ BHEL’s Customer, on submission of protocols, duly signed by BHEL site Engineer/ BHEL’s Customer.</p> <p><b>D. For supply of services (Operation &amp; Maintenance) if applicable</b></p> <p>Hundred percent (100%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be payable on submission of protocols, duly signed by BHEL/ BHEL’s Customer.</p> <p>Clause no. 9.1, 9.2, 9.3, 9.4, 9.5, note 5 &amp; 7 of clause no. 9.6 (notes), 9.12, of General Commercial Terms &amp; Conditions of GCC (Rev.01) are not applicable for this tender/ contract.</p>
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	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)

		<p>TDS shall be as per Indian IT act/GST ACT &amp; relevant statutes.</p> <p>No interest, whatsoever, shall be payable by the Purchaser / BHEL to the bidder / contractor on any earnest money or on the Bank Guarantee or security deposit submitted or on any delayed payment by BHEL to the bidder / contractor or on any amount due to the bidder/ contractor.</p>
20.	<b>Mobilization advance/ interest bearing recoverable advance</b>	<p>Not applicable for this tender/ contract.</p>
21.	<b>Price Variation Clause (PVC)/ ORC (Over run compensation) / rate revision</b>	<p>PVC for Supply and E&amp;C shall be as per Annexure– IV of SCC.</p> <p>PVC shall not be applicable for O&amp;M services and training. ORC not applicable for this tender/ contract.</p> <p>PVC is not applicable in case of extension where delay is attributable to vendor.</p> <p>The Contract Price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour, and material components etc. in accordance with the provisions specified in annexure – IV of SCC.</p> <p>Ex-Works Price of Plant and Equipments [excluding Mandatory Spares and Type Tests Charges(if applicable)] and Installation Price Component of Contract Price,(Excluding O&amp;M charges) subject to a ceiling of (+/-) 20% of the said price component for supply, erection, testing and commissioning.</p> <p>Prices for mandatory spares, type test charges(if applicable) and Freight shall be firm, valid till completion of contract</p> <p>Price adjustment will not be applicable on activity linked payment (2.5%+2.5% payment as specified in the payment terms clause above), if vendor avails this payment against BG.</p> <p>Vendor to note that Clause no. 4.1, 4.2, 4.3, 4.4 &amp; 4.5 of GCC Rev-01 is not applicable.</p>
22.	<b>QUANTITY VARIATION</b>	<p>Not Applicable. Clause 6.0 of General Commercial Terms &amp; Conditions of GCC (Rev.01) is not applicable to this tender/ contract.</p>
23.	<b>LIQUIDATED DAMAGES FOR DELAY IN COMPLETION</b>	<p>As per clause 16.0 of General Commercial Terms &amp; Conditions of GCC (Rev.01).</p> <p>Type of contract for LD Purpose: Turnkey Package</p> <p>Date of completion certificate issued by End customer/Customer’s consultant (as applicable) shall be considered as delivery date for LD purpose (on account of delay in delivery/completion).</p>

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: 77/22/6097/RRC

		<p>Para 2 of Cl. No. 16.2.1 of General Commercial Terms &amp; Conditions of GCC (Rev.01)- “For Turnkey packages ..... will not be withheld from supply payment.” Shall be read as:</p> <p>“For Turnkey packages (Supply and E&amp;C in vendor’s scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&amp;C orders (excluding GST) if completion of the entire package is delayed beyond the contractual completion date or extension thereof (provided such extension being delay in completion not attributable to the vendor/ contractor).”</p> <p>Note Sl. No. 1, 3 of clause no. 16.2.1 of General Commercial Terms &amp; Conditions of GCC (Rev.01) is not applicable for this tender/ contract.</p> <p>The departmental charges mentioned under clause no. 16.2.2 and 16.2.3 of General Commercial Terms &amp; Conditions of GCC (Rev.01) shall be read as ‘5%’ instead of ‘15%’. Limiting value of LD (for this purpose only) shall be 10 % of total order value without taxes and duties.</p>
<p>24.</p>	<p><b>LIQUIDATED DAMAGES FOR GUARANTEED PERFORMANCE PARAMETERS</b></p>	<p>a) Should the results of the performance Guarantee tests as stipulated in the specifications show that the equipment have failed to meet the guaranteed capacity performance requirements, the vendor/ contractor shall carry out the modification if necessary within 90 days of such tests. If the equipment fails to meet the guaranteed parameters at the end of above specified period of 90 days purchaser may at his discretion reject the equipment or accept after assessing the liquidated damages to be payable by the vendor/ contractor.</p> <p>In case the vendor/ contractor does not fulfil the guaranteed parameters, Purchaser may undertake to rectify the system/ equipment and expenditure incurred along with any other incidentals shall be recovered from the vendor/ contractor.</p> <p>For auxiliary power consumption the guaranteed values shall be as per Annexure III to this SCC.</p> <p>b) In case of un-remedied shortfall in overall auxiliary power consumption as mentioned by the vendor in Annexure III to SCC the vendor shall be liable to pay BHEL by way of LD for performance shortfall for each equipment as stipulated below:</p> <p><b>LD: USD 3025/- for every 1 KW increase in auxiliary power consumption.</b></p> <p>Exchange Rate shall be based on the exchange rate (TT selling rate of State Bank of India) as on of respective payment from which the above recovery shall be effected).</p> <p>Maximum Liability on account of Guaranteed performance parameters is limited to 25% of total contract price awarded for this package.</p>

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: 77/22/6097/RRC


25.	<b>LOADING CRITERIA FOR EVALUATION FOR AUXILIARY POWER CONSUMPTION</b>	<p>a) Equivalent INR shall be recovered per KW.</p> <p>Bidder shall furnish along with the techno-commercial offer, the Guarantee Auxiliary Power Consumption (GPC) in KW, for the equipments as specified in the annexure-6 of technical specifications along with the drive schedule,. Same is subject to evaluation by BHEL and can be revised by bidder before price bid opening / Reverse auction, if found to be incorrect. If the auxiliary power consumption indicated by the bidder in Annexure-III to SCC is higher than the auxiliary power consumption indicated in the Technical Specification, loading shall be applied at the rate of USD 3025/KW for the difference in KW figures given in technical specification and those quoted by the bidder</p> <p>For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.</p>												
26.	<b>INTEGRITY PACT</b>	<p><b>Integrity Pact (IP)</b></p> <p>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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" data-bbox="609 1108 1481 1270"> <thead> <tr> <th>SN</th> <th>IEM</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Shri Otem Dai, IAS (Retd.)</td> <td><a href="mailto:iem1@bhel.in">iem1@bhel.in</a></td> </tr> <tr> <td>2</td> <td>Shri Bishwamitra Pandey, IRAS (Retd.)</td> <td><a href="mailto:iem2@bhel.in">iem2@bhel.in</a></td> </tr> <tr> <td>3</td> <td>Shri Mukesh Mittal, IRS (Retd.)</td> <td><a href="mailto:iem3@bhel.in">iem3@bhel.in</a></td> </tr> </tbody> </table> <p>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.</p> <p>b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><b>Note:</b> No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.</p>	SN	IEM	Email	1	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>	2	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>	3	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>
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Tender Ref: 77/22/6097/RRC


		<p>For all clarifications/ issues related to the tender, Please contact:</p> <p><b>Details of contact person (s):</b></p> <p>1. Name: Ch.Radha Rani., Dy.Mgr. / MM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Phone: 080-22184276 Email: <a href="mailto:radharani.c@bhel.in">radharani.c@bhel.in</a></p> <p>2. Name: Shabeer Dewan, DGM Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Phone: 080-2218 4585 Email: <a href="mailto:sbd@bhel.in">sbd@bhel.in</a> Fax: 080-23562713</p>
27.	<b>Documents to be submitted by vendor for Indigenous bidders/ supplies</b>	<p>As per clause 9.7 of General Commercial Terms &amp; Conditions of GCC (Rev.01).</p> <p><b>A) For Supply of goods (Main Supply)- 1<sup>st</sup> 5% (with internal break-up of 2.5%+2.5%)payment:</b></p> <p>i) Pro-forma Invoice/ advance receipt voucher</p> <p>iii) Certification from Engineering Dept. of BHEL-ISG regarding approval/submission of drawings.</p> <p>iv) Bank Guarantee as per Terms of Payment.</p> <p><b>B) For Supply of goods (Main Supply)- 2<sup>nd</sup> 70% payment and Mandatory spares- 1<sup>st</sup> 70% payment:</b></p> <p>i) Original Tax Invoice</p> <p>ii) Copy of clean receipted LR/ Courier Receipt LR/ GR/ RR etc. (as applicable)</p> <p>iii) Copy of Packing List/ Delivery Challan- clearly showing number of packages, gross weight and net weight etc.</p> <p>iv) Copy of E-Way Bill (if applicable)</p> <p>v) Copy of MDCC/ Dispatch Clearance issued by BHEL</p>



	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: 77/22/6097/RRC

		<p>vi) Copy of Material Test Certificates (MTCs)/ Inspection Certificate (IC)/ Inspection Waiver Certificate (IWC)/ Joint Inspection Report (JIR) etc., as applicable.</p> <p>vii) Duty drawback documents (if applicable).</p> <p><b>C) For Supply of goods (Main Supply-3<sup>rd</sup> -5% PAYMENT &amp; Mandatory Spares-2<sup>nd</sup>- 5% payment</b></p> <p>i) Supplementary/ Commercial Invoice ii) Material Receipt Certificate (copy) By BHEL.</p> <p><b>D) For Supply of goods (Main Supply)-4<sup>th</sup> for 10% payment &amp; Mandatory Spares-3<sup>rd</sup>- 25% payment</b></p> <p>i) Supplementary/ Commercial Invoice ii) MRC (Material Receipt certificate) issued by NTPC Certified by BHEL Engineer.</p> <p><b>E) For Supply of goods (Main Supply)-5<sup>th</sup> for 5% payment</b></p> <p>i) Supplementary/ Commercial Invoice</p> <p>ii) Certification for Trial Operation (full load) by BHEL SITE-RM.</p> <p>iii) Certification for Trial Operation (no load) by BHEL SITE-RM.</p> <p>iv) Bank guarantee (if applicable)</p> <p><b>F) For Supply of goods (Main Supply-6<sup>th</sup>) payment-for 5% payment</b></p> <p>(i)Supplementary/ Commercial Invoice</p> <p>(ii)Certification of Performance Guarantee (PG)/ Demonstration Test at site/ handing over of system as per approved PG test procedure by BHEL SITE-RM.</p> <p>(iii) Bank guarantee (if applicable).</p> <p>For claiming payments for E&amp;C services, along with Original GST invoice, Running Account Bill (RAB) &amp; Measurement Book (MB), in BHEL format, following additional documents need to be submitted:</p>
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	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)

		<p>a) Proof of wages paid. b) Monthly EPF remittance challan (if applicable). c) Monthly ESI remittance challan/ W.C. Insurance Policy whichever Valid Labor License (if applicable). e) Any other document as required by BHEL Engineer In-charge.</p> <p><b>Additional two sets of photocopy of all the documents (of respective bills) shall be submitted along with each bill.</b></p> <p><b>The above list is indicative only and BHEL reserves the right to ask for any other document required for processing of bills, the vendor/ contractor shall comply with the same.</b></p> <p>Clause 9.7.5 (b) of General Commercial Terms &amp; Conditions of GCC (Rev.01) shall be read as "Copy of registration/ provisional registration certificate for GST".</p> <p>Clause 9.7.5 (c) of General Commercial Terms &amp; Conditions of GCC (Rev.01) is not applicable. Documents for GST payment shall be as per Annexure-IV.</p>
28.	<b>DISPATCH MARKINGS</b>	<p>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.</p> <p>1) Name and address of the consignee (to be intimated at the time of dispatch clearance) 2) Dispatched by: (Vendor name) : <b>A/c BHEL ISG, Bangalore 3)</b> LR No Package No./ Total Package No eg: 1 of N, 2 of N; where N=Total no of packages in a particular consignment. Type of Supply: "<b>Main equipment supply</b>"/ "<b>Mandatory Spares</b>"/ "<b>Commissioning Spares</b>" 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.</p> <p>No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from from BHEL-ISG Material Management Department irrespective of inspection categories.</p>
29.	<b>TAXES &amp; DUTIES</b>	<p>All taxes, excluding GST, but including charges, royalties, any state or central levies and other taxes for supply of materials and execution of the contract shall be borne by the bidder and the same shall be included in the basic price quoted by the bidder. Variation in all such taxes &amp; duties, which are included in the basic price, at any stage during execution of the contract, including extension of the contract, shall have to be borne by the bidder.</p> <p>GST as applicable shall be payable extra at actual against submission of original GST invoice along with all supporting documents. Terms &amp; Conditions of GST</p>

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)

		<p>shall be as per Annexure II enclosed. Bidder shall indicate applicable GST rate along with offer.</p> <p>Bidder/ vendor/ contractor to intimate BHEL (by email, in case of supply of goods), within two working days from the date of removal, along with legible scanned copy of all relevant details &amp; documents like tax invoice, packing list, delivery challan, Lorry/ Courier Receipt etc.</p> <p>Invoices/ returns of vendors/ contractors are to be submitted within the time limit stipulated Under the GST law. Whenever Input Tax Credit could not be availed by BHEL within the time limit, due to delay in submission of invoices or for any other reason attributable to vendors/ contractors, liability towards loss of such credit shall be passed on to such vendors/ contractors.</p> <p>All bidders/ vendors to note that this project is a NON Mega Power Project. However, Essentiality certificate shall be issued by PVUNL (Customer/ Owner) for availing concessional custom duty under project Import Regulations as per.</p> <p>Essentiality certificate shall be issued by PVUNL through BHEL for the items to be imported by the vendor for availing concessional duty.</p> <p>The bidder has to indicate in their offer, the import contents (if any) for the package i.e. list of items along with qty., currency of import, country of import &amp; CIF value. This shall be indicated in the Price Bid of the bidder. In case CIF content is not indicated in the Price Bid, essentiality certificate shall not be issued by BHEL. Un-Priced copy of the list of items along with the currency considered in the CIF content shall be submitted along with the Part-1 bid.</p> <p>The maximum available CIF content is INR 7, 40, 00,000/-. List of import items, country of import and currency of import to be provided along with offer. Equivalent Foreign currency/Indian currency arrived at for the CIF amount quoted by applying exchange rate as TT selling rate published by the state bank of India prevailing on date of bill of lading shall be considered.</p> <p>For imports beyond the above mentioned maximum CIF content, all import implications like applicable Basic Customs Duty, Education cess, anti-dumping duty, safeguard duty etc. shall be included in the basic price.</p> <p>However if BHEL receives Essentiality certificate from customer beyond this rate at later date and availed by vendor, bidder should pass on the difference.</p> <p>It is the sole responsibility of the bidder to clearly examine/ understand the benefits available for the Project under Deemed Export Project. Hence, the bidders must examine the same before submission of their offer.</p> <p>Clause No. 4.1, 4.2, 4.3 of General Commercial Terms &amp; Conditions of GCC (Rev-01) are not applicable to this tender/ contract.</p>
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	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)

		<p>Any new taxes &amp; duties, if imposed subsequent to date of tender opening (Part-1 bid), by statutory authority during contract period (including extensions, if delay is not attributable to the vendor/ contractor), shall be reimbursed by BHEL on production of relevant supporting documents and original payment receipts (if applicable) to the satisfaction of BHEL. However, vendor/ contractor shall obtain prior approval from BHEL before depositing new taxes &amp; duties. Benefits and/ or abolition of all existing taxes must be passed on to BHEL, by the vendor/ contractor, against new taxes &amp; duties, if any, introduced at a later date. The benefits shall be passed on in terms of commensurate reduction in the basic price.</p> <p>Benefits related to Essentiality Certificate shall be as per extant guidelines of Govt. of India custom tariff. For availing the benefits the maximum CIF limit currently is to the value of INR Rs. 7, 40, 00,000/- .Imported Items( if any) to be Imported by the bidder. Bidder shall arrange for his own import license, if required, since BHEL will not provide any import license. Therefore, Bidder/Seller alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser/BHEL shall not be responsible for any financial liability, whatsoever, on this account</p> <p>Make in India shall be as per GOI guidelines.</p>
30.	<b>E-way bill</b>	E-Way bill is to be generated by the bidder for transport of materials to the Project site, same shall be arranged by the bidder.
31.	<b>ECS PAYMENT</b>	<p>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:</p> <p>BANK NAME, BANK ADDRESS, BANK PHONE, IFSC CODE (NEFT), BANK ACCOUNT NO., PAN NO., SERVICE TAX NO., TIN NO., E-MAIL ID.</p> <p>Vendor shall also submit a cancelled cheque along with the first bill.</p>
32.	<b>BILLS SUBMISSION</b>	<ol style="list-style-type: none"> <li>1. Digitally signed scanned copy of tax Invoice along with other supporting documents as specified in the contract shall be uploaded by suppliers/contractors in the vendor information system, whose Turnover during the previous Financial Year is less than or equal to the prescribed limit as per extant GOI guidelines for mandatory e-invoicing.</li> <li>2. All suppliers / contractors whose TO is more than the prescribed limit as per extant GOI guidelines, shall prepare invoice on invoice Registration Portal(IRP) and obtain an invoice reference number (IRN). Digitally signed e-Invoice along with other supporting documents as specified in the contract shall be uploaded by them in the vendor information system.</li> <li>3. The DSC shall be registered in the name of the authorized official of the Company and shall be of Class II or III</li> </ol>

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)

33.	<b>DRAWING SUBMISSION AND APPROVAL</b>	As per technical specification.
34.	<b>FINAL DRAWINGS/ DOCUMENTS SUBMISSION</b>	As per technical specification.
35.	<b>APPROVAL OF SUBVENDORS</b>	As per technical specification.
36.1.	<b>RISK PURCHASE</b>	<p>As per clause 26.0 of General Commercial Terms &amp; Conditions of GCC (Rev.01).</p> <p>Clause no. 26.2 of General Commercial Terms &amp; Conditions of GCC (Rev.01) shall be read as:</p> <p>Recovery on account of Purchases made by Purchaser at the Risk &amp; Cost of Seller/ Contractor shall be worked out as follows:</p> <p>Risk and Cost against Balance Work:  Risk &amp; Cost Amount= [(A-B) + (A x 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 &amp; 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).</p> <p><b>*(Balance scope of work/ supply)</b>  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 &amp; 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.</p>

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)


		<p>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 &amp; Cost amount.</p>
<p>36.2</p>	<p><b>LD against delay in Package in case of Termination of Contract</b></p>	<p>LD against delay in executed work/ supply shall be calculated in line with LD clause mentioned above for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/ supply for the purpose of limiting maximum LD value.</p> <p>Method for calculation of "LD against delay in executed work/ supply" is given below.</p> <ol style="list-style-type: none"> <li>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</li> <li>Let the value of executed work/ supply till the time of termination of contract= X</li> <li>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</li> <li>Delay in executed work/supply attributable to contractor/supplier i.e. <math>T2=[1-(X/Y)] \times T1</math></li> <li>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.</li> </ol> <p>Note: In case portion of work/ supply is withdrawn, no LD shall be applicable for portion of work/ supply withdrawn.</p>
<p>37.</p>	<p><b>ARBITRATION</b></p>	<p>Clause no. 32.0 of General Commercial Terms &amp; Conditions of GCC (Rev.01) shall be read as:</p> <p>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 Arbitrator appointed by BHEL. BHEL will suggest three names, giving opportunity to contractor or vendor to choose one of them as sole arbitrator and in case parties could not mutually agree on the sole arbitrator, then the Arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 and any Amendments / modification thereon and re-enactments thereof from time to time. 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, another person to act as sole arbitrator shall be appointed in line with Arbitration and</p>

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: 77/22/6097/RRC


		<p>Conciliation Act 1996 and any Amendments / modification thereon and re-enactments thereof from time to time and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The contract shall be governed by and construed in accordance with laws of India, without regards to any conflict of laws principles. The Venue and seat 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.</p> <p>Each party submits to the jurisdiction of Courts of Bengaluru for the purposes adjudicating any disputes or differences relating to this contract or arising out of this contract or compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions.</p> <p>The Conciliation scheme for conducting proceedings under the BHEL conciliation scheme 2018 shall be as per Appendix-A enclosed.</p> <p>Clause no. 32.1, 32.2 &amp; 32.3 of General Commercial Terms &amp; Conditions of GCC (Rev.01) are not applicable to this tender/ contract.</p>
38.	<b>CONSEQUENTIAL DAMAGE</b>	<p>Except for any specific liability which may be identified in the contract and which may be payable hereunder Contractor shall not be liable for any special,</p>



	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)

		<p>incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods unless caused by Contractor's negligence or wilful misconduct. In addition, Purchaser shall have no liability or any special, incidental, indirect or consequential Damages or any loss of business Contracts, revenues or other financial loss to the contractor arising out of this Contract.</p>
39.	<b>FRAUD PREVENTION</b>	<p>"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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."</p>
40.	<b>MSE Suppliers</b>	<p>Any Bidder falling under MSME/ SC/ST category/ SSI unit shall furnish the details &amp; submit documentary evidence i.e Udyam Registration Number awarded as per MoMSME GOI . 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 Udayam Certificate. 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.</p>
41.	<b>Order of Precedence of Documents</b>	<ul style="list-style-type: none"> <li>a) Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL.</li> <li>b) Notice Inviting Tender</li> <li>c) Price bid format</li> <li>d) Special Conditions of Contract (SCC)</li> <li>e) Technical specifications &amp; Documents</li> <li>f) General Conditions of Contract (GCC)</li> </ul> <p>For example, in case of any conflict or inconsistency, the requirement of (a) shall prevail over the (b).</p> <ul style="list-style-type: none"> <li>g) Order of precedence shall be a&gt;b&gt;c&gt;d&gt;e&gt;f (where "&gt;" indicates the general greater than sign)</li> </ul>
42	<b>Purchase preference for Make in India</b>	<p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15-06-2017, 28-05-2018, 29.5.2019, 4.6.2020 &amp; 28.7.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.</p> <p>The subject tender/ contract shall be considered as "NOT DIVISIBLE". Only 'Class-I local supplier ' are eligible to bid for this tender as per GOI, MoP order dt. 28.07.2020.</p>

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)


		<p>The local supplier shall provide the following documents along with the Part-1 bid:</p> <p>i. Self-certification that the item offered meets the minimum local content 50% and shall give details of the location (s) at which the local value addition is made.</p> <p>ii. In case of bid value in excess of INR 10 crores, the bidder (local supplier) shall 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.</p> <p>Since only the Class-I local bidders are eligible for this tender, the Margin of purchase preference is not applicable for this tender.</p> <p>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.</p>
43.	<b>Splitting of tender</b>	Not applicable for this tender.
44.	<b>Other terms &amp; Conditions</b>	As per General Conditions of Contract (GCC), Rev.01.
45.	<b>Others</b>	Annexure-X of GCC (Rev.01) is not applicable. Please refer Annexure-V to this SCC for list of consortium Banks.
46	<b>Procurement from Foreign countries</b>	Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services/works including turnkey projects only if the bidder is registered with Competent Authority. All extant Circulars and exceptions from Min. of Finance shall be applicable.
47	<b>e-invoicing</b>	Compliance to e-invoicing requirements to be ensured as per extant provisions and guidelines of Govt. of India. Mandatory valid unique Invoice Reference No. (IRN) & QR code as generated from Govt. Portal on Tax invoice to be mentioned. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with corresponding details uploaded by supplier in e-invoicing system. Any delay/failure by Contractor/Vendor in submission of all documents as per Purchase order/Work Order at the time of submitting tax invoice to BHEL leading to subsequent financial loss to BHEL shall be to Vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.
49	<b>Registration in GeM portal.</b>	All vendors to register themselves in GeM portal ( <a href="https://gem.gov.in">https://gem.gov.in</a> ). The successful bidder is supposed to share the GeM Seller ID mandatorily with BHEL for enabling BHEL for placement of order/ award of contract for goods and services.
50	<b>LAWS GOVERNING THE CONTRACT</b>	This Contract, including all matters connected with this contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)


51	<b>JURISDICTION OF COURT</b>	Courts at Bangalore, India shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.
52	<b>AGGREGATE LIABILITY:</b>	The aggregate liability of the Contractor to the Owner/Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer/Owner/Purchaser with respect to patent infringement

All circulars issued before and during Tendering Stage are applicable for E-invoicing, Make in India, Procurement from Foreign countries, Registration of Countries who are sharing border with India for participation in this enquiry, MSME and GeM portal, notifications related to customs and any other circulars issued by Govt. of India/Authorities will be applicable.

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)


SI No	ACTIVITY	Completion schedule from LOI for WT#1 (WAGON TIPLER, SAC, APRON FEEDER AND ASSOCIATED ELECTRICALS)	Completion schedule from LOI for WT#2 (WAGON TIPLER, SAC, APRON FEEDER AND ASSOCIATED ELECTRICALS)
1	Engineering & incl. BOI ordering	<b>6 Month</b>	
2	Completion of dispatch	9 Month	12 Month
3	Commissioning of system	12 Month	15 Month
4	Completion of facility	15 Month	18 Month

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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[Tender Ref: 77/22/6097/RRC](#)

**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

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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[Tender Ref: 77/22/6097/RRC](#)

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.

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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[Tender Ref: 77/22/6097/RRC](#)

**Annexure III**

**Auxiliary Power Consumption Details**

**Bidder's Name and Address**

**Subject: Guaranteed Power Consumption**

**Tender ref: [77/22/6097/RRC](#)**

Dear Sir,

We hereby declare that we have read and understood the requirement for the same as mention in technical specification.

We also declare that the ratings and Power consumption figures of the equipments furnished by us under the Package are guaranteed. We further declare that in the event of any deficiencies in meeting the guaranteed figures, you may at your discretion accept the equipment/ system after assessing the Liquidated Damages/Loading as applicable as specified at in clause no. 24 and 25 of the Special Conditions of Contract (of this tender/ contract) or reject the equipment/system and also can recover from the payments already made/due.

**GUARANTEED POWER CONSUMPTION:**

Total guaranteed power consumption as measured at the input terminals of all the drive motors when the equipment is operating at rated capacity is as under:

- 1) Total power consumption for ..... : \_\_\_\_\_(KW)
- 2) Total power consumption for ..... : \_\_\_\_\_(KW)
- 3) Total power consumption for ..... : \_\_\_\_\_(KW)
- 4) Total power consumption for ..... : \_\_\_\_\_(KW)

**Grand Total of Power Consumption: \_\_\_\_\_ (KW)**

**Please add/remove rows (if required) to make it as applicable to technical specification.**


The above value is in line with the annex-06 of technical specification submitted.

Note:

1. The equipment/ machine details shall be as per Technical specifications of the tender.

Signature of authorized  
signatory with Company Seal



	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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[Tender Ref: 77/22/6097/RRC](#)

**Annexure-IV of SCC**

**Price Variation Clause (PVC)**

**PRICE ADJUSTMENT FOR MAIN SUPPLY EXCLUDING MANDATORY SPARES -**

The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of material components etc. in accordance with the provisions described below :

The price adjustment provisions shall be applicable separately for price components relating to Supply of Equipments, as per price break-up furnished by the Contractor. The price adjustment is subject to a ceiling of (+/-) 20% of the said price component.

Only following components of the Contract Price will be subject to Price adjustment:

- 1) Ex-Works Price of Plant and Equipments [excluding Mandatory Spares and Type Tests Charges as applicable] (subject to a ceiling of ( + /-) 20 % of the said price component for supply of equipment.
- 2) Installation Price Component of Contract Price , subject to a ceiling of ( + /-) 20 % of the said price component for erection, testing and commissioning .

Besides the components mentioned at 1 & 2 above, the price of all other components and services of the contract price shall be firm and not subject to any price adjustment.


- i. Under no circumstances the price adjustment shall exceed the specified Ceiling of (+/-) 20% of Exworks Prices of Plant & Equipment excluding Mandatory spares and type test charges as applicable
- ii. Price adjustment will not be applicable on Prices for mandatory spares, type test charges as applicable
- iii. Price adjustment will not be applicable on activity linked payment (2.5%+2.5% payment as specified in the payment terms clause above), if vendor avails this payment against BG.

published price indices of corresponding major materials/items shall necessarily be as given below.

Price adjustment shall be worked out and paid on a monthly basis based on the Invoice value. The invoice shall be prepared based on the item price agreed in the billing schedule

A. The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (1) above shall be as stipulated hereinafter.

**1. Ex-Works Price Component of Plant and Equipments excluding Mandatory Spares and Type Tests Charges as applicable**

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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[Tender Ref: 77/22/6097/RRC](#)

It is understood that the price component of the equipments for any shipment/despatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for various materials and labour (description and co-efficients as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable on each shipment/despatch shall be computed as under :

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 (F + a \cdot A1/A0 \cdot f1 + b \cdot B1/B0 \cdot f2 + c \cdot C1/C0 \cdot f3 + \dots + Lb \cdot L1/L0 \cdot flb)$$

Where

EC= Adjustment to Ex-Works Price Component expressed in the currency of the Contract payable to the contractor for each shipment/dispatch

EC1= Adjustment Amount of Ex-Works Price Component expressed in the currency of the Contract payable to the contractor for each shipment/dispatch

EC0= Ex-Works Price for the plant and equipments in the currency of the Contract, shipment/dispatch wise.

- The fixed portion of the Ex-Works Component of the Contract Price (F) shall be 0.15.
- a,b,c etc. shall be co-efficients of major materials/items involved in the Ex-Works Component of the Contract Price. The sum of these co-efficients shall be between 0.50 to 0.60; a=0.2, b=0.1, c=0.2,
- A,B,C etc. shall be published price indices of corresponding major materials/items. Such indices shall necessarily as given below.
- 'Lb" shall be co-efficient for labour component in the Ex- Works Component of the Contract Price which shall be between 0.25 to 0.35; Lb=0.35

'L' shall be labour index.


- Sum of all the material co-efficients and the labour co-efficient shall be 0.85.

f1, f2, f3, fLb - f1, f2, f3 etc. are Exchange Rate Correction Factors for the respective materials and fLb is the Exchange Rate Correction Factor for labour with reference to the currency of the country of origin of index and the respective Contract currency, such that

$$f = Z_0 / Z_1$$

where Z is the no. of units of the currency of the country of the origin of index, which is equivalent to one unit of the respective Contract currency. The exchange rates to be used for calculation of factor 'f' shall be as per Bills Selling Exchange Rates established by the STATE BANK OF INDIA.

For the indices, subscript 'o' refers to indices as on 30 days prior to date of opening of Techno commercial bid Part-1. For 'Zo' subscript '0' refers to value as on the date of opening Techno commercial bid Part-1.

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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[Tender Ref: 77/22/6097/RRC](#)

Subscript '1' refers to indices/exchange rates as of.

- (a) three months (for Labour Indices) [ninety (90) days (for Exchange Rates) prior to the date of shipment/despatch for labour and Exchange Rates respectively, and
- (b) at the expiry of two third (2/3) period from the date of Letter of Award to the date of shipment/despatch, for material.

For the purpose of this clause the date of shipment/despatch shall mean the schedule date of shipment/despatch or actual date of shipment/despatch, whichever is earlier. The schedule date of shipment/despatch shall be as identified in line with provisions of contract schedule Agreement.


In case of shipments/despatches which are delayed beyond the schedule date of shipment/despatch for reasons attributable to the Contractor the price adjustment provision shall not be applicable for the period of time between the schedule date of shipment/despatch and the actual date of shipment/despatch. For this purpose, the schedule date of shipment/despatch shall be as given above.

The above formula for price adjustment will be applicable if the currency in which the Contract Price is expressed is different from the currency of the country of origin of labour and material indices. In other cases, formula shall be applied without the Exchange Rate Correction Factor 'f'.

**(ix) The value of co-efficients and the source of applicable indices and their base values for the purpose of computing price adjustment under the contract shall be as under:**

S.No.	Item	Value of Coefficient	Name of published index and its origin

- Labour index base year 2016 =100 is to be taken as reference.

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)


**Fixed Portion F= 0.15**

**Material :**

1.	All Commodities	a = 0.20	All Commodities (Office of Economic Advisor/ RBI Bulletin Base year 2011-12=100)
2.	Manufacture of other fabricated metal Products	b = 0.10	Manufacture of other fabricated metal Products (Office of Economic Advisor/ RBI Bulletin Base year 2011-12=100)
3.	Manufacture of basic Metals	c = 0.20	Manufacture of basic Metals (Office of Economic Advisor/ RBI Bulletin Base year 2011-12=100)
4.	Labour : All India Consumer Price Index Number for Industrial Workers (All India Monthly Average)	Lb = 0.35	All India Consumer Price Index Number for Industrial Workers Labour Bureau Shimla/ RBI Bulletin

**B) PRICE ADJUSTMENT FOR ERECTION & COMMISSIONING :**

- (i) The price adjustment provisions shall be applicable separately for price components relating to E&C Works, as per price break-up furnished by the Contractor. The price adjustment is subject to a ceiling of (+/-) 20% of the said price component for erection, and commissioning.
- (ii) Only following components of the Contract Price will be subject to Price adjustment: Installation Price Component of Contract Price consisting of Erection portion.
- (iii) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract.

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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[Tender Ref: 77/22/6097/RRC](#)

(iv) The indices for price adjustment shall necessarily be of the country of origin, i.e., India of goods/labour and shall be well established and nationally recognised in that country. Preferably Government indices shall be used.

(v) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (ii) above shall be as stipulated hereinafter.

i) It is understood that the price component for erection portion of Installation Services comprises a fixed portion and variable portion linked with the index of labour (description and co-efficients as enumerated).

The monthly price adjustment amount for the erection portion of Installation Services component will be computed as per the formula given below:

**a) Installation Services**

$$ER = ER1 - ERO$$

ER1 will be computed as follows:

$$ER1 = ERO (0.15 + 0.5*(0.85 L1/L0)+0.5*(0.85 W1/W0) )$$

Where:

ER = Adjustment to Erection portion of Installation Services component of contract price expressed in Indian Rupees payable to the contractor for each billing.

ER1 = Adjusted amount of Erection portion of Installation Services component of contract price expressed in Indian Rupees payable to the Contractor.


ERO = Value of the Erection work done in the billing period, which shall be calculated as under:

For the purpose of computing ERO, each Erection bill (which is excluding amount payable on, successful commissioning, on successful completion of initial operation, on successful completion of PG/ Demonstration test(s) and handing over of equipment) during the Erection period up to the completion of facilities shall be divided by a factor as indicated below :

{Erection portion of Installation Services component of the Contract Price – (Erection Portion of Installation Services component of the Contract Price payable on, successful commissioning + Erection Portion of Installation Services component of the Contract Price payable on successful completion of initial operation +Erection Portion of Installation Services component of the Contract Price payable on successful completion of PG/ test(s) and handing over of the equipment)}

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Erection Portion of Installation Services component of the Price

The payment of price adjustment amount so computed (Refer payment terms clause above) shall be made against a separate invoice, linking the corresponding invoice for Erection

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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[Tender Ref: 77/22/6097/RRC](#)

Portion of Installation payment after retaining the pro-rata amount due on, successful commissioning, on completion of the successful trial operation and on completion of the successful completion of PG test. The amounts so retained shall be paid on completion of the successful attainment of full load, on completion of the successful trial operation and on completion of the successful completion of PG test respectively.

L = one of the Indices for Indian field labour index Namely, All India Consumer Price Index for Industrial Workers (All India Monthly Average) as published by Labour Bureau., Simla, Government of India.


W= The other index for Indian field labour Namely, Arithmetical average of minimum Wages for Un skilled, Skilled, Semi skilled and Highly skilled workers notified by the Central Government for the particular classified area in which the project site is located or notified by the state Government of the state in which the project site is located, whichever is higher.

For the indices, subscript 'o' refers to indices as on 30 days prior to date of opening of Techno commercial bid Part-1

For the indices subscript '1' refers to the indices as applicable for the month of execution of the erection work.

For the purpose of this clause, month of execution of erection work shall mean the schedule month of execution of the erection work or actual month of execution of erection work whichever is earlier. The schedule date of completion of a particular erection activity shall be as identified in line with provisions of contract schedule.

In case of erection activities, which are delayed beyond the schedule date for reasons attributable to the contractor, the price adjustment provision shall not be applicable for the period of time between the schedule date of completion and actual date of completion of respective erection activity. For this purpose, the schedule date for completion of a particular erection activity shall be as per Delivery Schedule/L2 schedule defined as SCC Clause no.12.

	<b>INDUSTRIAL SYSTEMS GROUP</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) –R-00</b>	<b>3X800MW PVUNL, Jharkhand State, WAGON TIPLER,SAC AND APPRON FEEDER package</b>
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Tender Ref: [77/22/6097/RRC](#)

**Annexure-V**

<b>List of Consortium Banks</b>			
	<b>Nationalized Banks</b>		<b>Nationalized Banks</b>
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		<b>Public Sector Banks</b>
3	Bank of Baroda	20	IDBI
4	Canara Bank		<b>Foreign banks</b>
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		<b>Private banks</b>
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