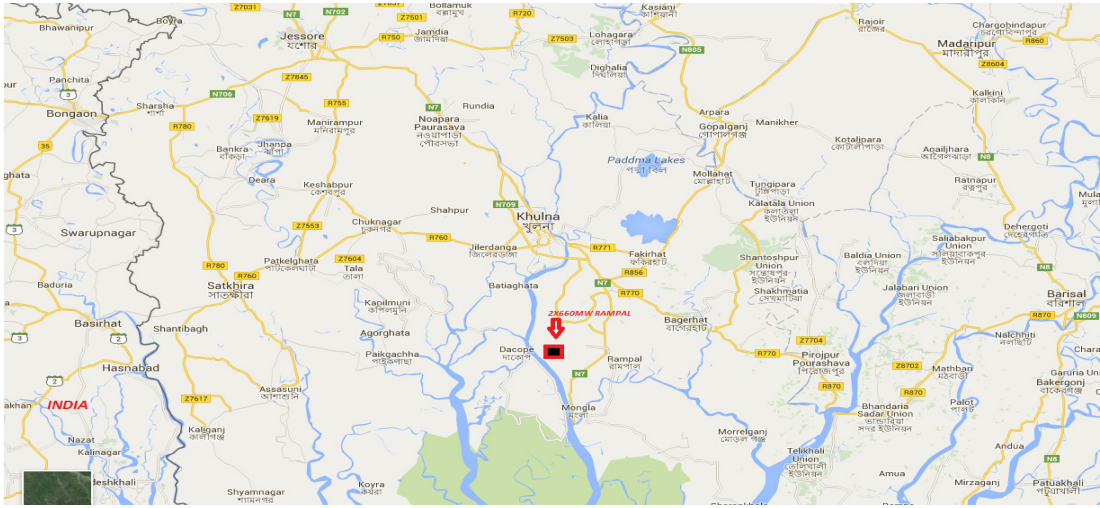




These Conditions shall be read in conjunction with General Condition of Contract (GCC - Rev 01) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

PROJECT INFORMATION		
1.	INTRODUCTION	<p>Project name : 2x660 MW MAITREE SUPER THERMAL POWER PROJECT</p> <p>Name of the Owner : BIFPCL</p> <p>Capacity : 2 x 660 MW</p> <p>The project is located in Rampal Upazila of Bagerhat District between latitude and longitude of 22 deg. 37' 0'' N to 22 deg. 34' 30'' N and 89 deg. 32' 0' E to 89 deg. 34' 5' E respectively. Site is 14 km northeast of Mongla port and 14 km northwest of Sundarban and is infringed by Posur & Moidara to the west & south east respectively.</p> <p>Nearest Town : Mongla (14 Km) Khulna (23 Km)</p> <p>Nearest commercial airport : Jessor (107 km from Project site)</p> <p>It is essential that the Bidder visit site and acquaint with the conditions prevailing at site before submission of the bid. The information given herein is for general guidance and shall not be contractually binding on BHEL.</p> 
2.	APPROACH TO SITE	<p>The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mangla- Khulna Highway.</p> <p>Nearest Domestic airport is Jessor, Bangladesh at a distance of about 107 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh</p>
3.	Customer / Consultant	<p>OWNER: BIFPCL (BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED). Joint venture of M/s NTPC, India & M/s Bangladesh Power Development Board, Bangladesh.</p> <p>CONSULTANT: M/s Fitchner, Stuttgart, Germany</p>

4.	Scope of work	The detailed Scope is mentioned in Technical specification of this tender documents.
5.	General information	<p>Bidder's will have to submit "No deviation certificate" as per enclosed format (Annexure-XII). They may please note that, in case of Bidder's taking any deviation from the tender terms, same are to be listed separately in the cost of withdrawal form (Annexure-II), which will be subject to further discussion / withdrawal / mutual acceptance. Bids may be rejected, if any of the deviation is not mutually agreed.</p> <p>Further, it is presumed that, the bidder has agreed to all terms & conditions of this tender except for those entered in the deviation format (Annexure-II) and therefore subsequent claim for deviation and commercial implications (if any) from bidder at later date will not be entertained. Bidders are also required to fill all annexure of tender.</p> <p>Bids documents are to be only in English language. The bid supporting documents other than in English language are also to be supported with translated document in English language.</p> <p>All foreign Bidders to ensure that the English translated bid documents are also to be, duly certified by their embassy in India.</p>
6.	Progress review	The contractor shall submit the detailed programme of the engineering, manufacturing, inspection & dispatch within 7 days from LOI. Review of progress of work by BHEL engineers from time to time.
7.	Quality assurance programme / Occupational Health, safety & environment management	-Successful Bidder shall ensure that the quality is maintained in all the works connected with this contract at all stages of the requirement of BHEL.
8.	Type of Contract	Unit rate
9.	Customer (BIFPCL) Order Ref No.	NOA No.: BIFPCL/EPC-Main plant/ NOA/2016/215 dt. 31.01.2016 Customer contract No. will be furnished along with dispatch instruction.
10.	Customer (BIFPCL) TIN / VAT No.	To be furnished with PO / dispatch clearance.
11.	Customer (BIFPCL) PAN No.	To be furnished with PO / dispatch clearance.
12.	Consignee / Delivery Address	<p>Ultimate Consignee: Managing Director Bangladesh India Friendship Power Company (Pvt.) Ltd., Level 17, Borak Unique Height, 117, KaziNazrul Islam Avenue, Eskaton Garden, Dhaka – 1217, Bangladesh.</p> <p>Destination: Site In-charge, Bangladesh India Friendship Power Company (Pvt.) Ltd. 2 X 660 MW Maitree Super Thermal Power Project, PO - Kalekharber, Union – Rajnagar, Rampal Upazila of Bagerhat District-9343., Bangladesh.</p> <p>Port consignee:</p> <p>a) For Suppliers –BHEL's CHA godown Chennai port</p> <p>b) For High-Sea Sale Supplies - MONGLA PORT, Bangladesh (NOT APPLICABLE FOR THIS TENDER)</p> <p>c) For Bangladeshi Suppliers - Maitree site, Rampal, Bangladesh (Refer Port consignee address and contact details will be issued with the purchase order / LOI) – NOT APPLICABLE FOR THIS TENDER.</p>

 	INDUSTRIAL SYSTEMS GROUP (Purchase)	SPECIAL CONDITIONS OF CONTRACT (SCC) Item: LT POWER CABLE (Lot2)	RFQ No. – 77/21/ 6017/RRC Dated: 29.05.2021 2X660 MW Maitree STPP, Bangladesh
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13.	BHEL-ISG GST No.	29AAACB4146P1ZB
14.	BHEL-ISG PAN No.	AAACB4146P
15.	BHEL's VAT regn. No. in Bangladesh	To be intimated later (If necessary)
16.	BHEL's income tax regn. No. in Bangladesh	To be intimated later. (If necessary)
17.	Mode of Dispatch	By Road / Rail / Sea / Air-on door delivery, freight pre-paid basis.
18.	Countries on banned list	The bidder shall get himself acquainted with the relevant Bangladesh laws as well as the import policy of the Government of People/s Republic of Bangladesh remaining in force regarding import of banned item if any during the execution of the contract. In case of import of any banned items and/or contraband item the consequential liability shall rest with the contractor. Similarly the contractor shall be responsible for any non-conformance of Bangladesh Laws either by its own employees or any of the employees of its sub-contractors during the execution of the contract. NOT APPLICABLE FOR THIS TENDER
19.	Certification for the sourcing of material	Bidders must be mandatorily required to mention value of content sourced from India in their offer to BHEL-ISG
20.	Price basis	Unit rate contract., FOR site (up to CHA godown Indian port), Subject PVC, (limited to 20% of the exworks price) as per the attached PVC formulae Annexure-1. Price valid till completion of the project Bidder shall quote their prices as per Price Schedule only. Basic price should be inclusive of seaworthy packing & forwarding charges as per international norms also freight charges for delivery up to the designated port in India. Detailed seaworthy packing instructions attached.
21.	Purchase preference for Indian bidders	Not applicable, as tender is issued only to Indian bidders.
22.	Supplier registration	Those Bidders who are not part of BHEL – ISG's PMD and get qualified for this tender may get registered in our PMD. For vendor registration, bidders to apply online. Vendor registration / evaluation formats (Annexure-VI) to be submitted online by the Bidders in the www.bhel.com portal.
23.	Paying authority	Paying authority shall be: BHEL – ISG, Bangalore. In case of Indian vendors, vendor bills shall reach BHEL –ISG within 15 days from the date of Shipping document i.e LR, addressed to: BHEL - ISG VENDOR BILLS BOX , BHEL - Industrial Systems Group , Opp. IISc, PROF. C N R RAO CIRCLE , MALLESWARAM , BANGALORE - 560 012. a) The envelope shall be super-scribed with Project Name / P.O No., and the Bill / Invoice numbers & Contact person. b. Bills / invoices which are brought personally by seller / to ISG are to be dropped in the "BHEL-ISG Vendor bills Box" kept near Tender Box at the Reception Office. Any additional tax implication to BHEL due to delay in submission of bills by Seller beyond the statutory time limit shall be to seller's account.

24.	Payment Terms	<p>(A) Indian Bidders: Payment through NEFT / RTGS</p> <p>(i) 90% of basic value of materials supplied on prorata basis as per PO/ BBU (if applicable) along with 100% freight and GST (@concessional rate as applicable for exports) , is payable against receipted LR on delivery of goods to CHA godown at Indian port. Payment shall be made within 45 days from receipt of clear bills along with all supporting documents as per PO.</p> <p>(ii) 10% of basic price of materials supplied will be released within 45 days from the receipt of seller clear bill along with Material Receipt Certificate (MRC) issued by project site engineer of Owner/ Purchaser and confirmation for receipt of all final documents as per PO / Technical Specification, duly certified by concerned engineering department of purchaser. Arranging MRC is the responsibility of purchaser (BHEL). If MRC is not issued within 150 days of material delivery at CHA godown, the payment linked to MRC will be released against receipted LR duly endorsed by BHEL’s CHA agency or BHEL – ROD.</p> <p>(iii) 100% PVC claim (+/-) to be claimed along with 90% supply claim with supporting calculation and documents.</p> <p>(B) Foreign Bidders and the Indian agents of foreign Bidders NOT APPLICABLE FOR THIS TENDER</p> <p>The documents to be submitted for claiming payments shall be:</p> <p>1. For payment against dispatch:</p> <p>(i) Invoice: Original + 3 copies</p> <p>(ii) Receipted LR (Original + 3 copies).</p> <p>(iii) Packing List - clearly showing number of packages, gross weight and net weight, HSN code etc.. - original+3 copies</p> <p>(iv) Certificate of Country of Origin – Original + 3 copies</p> <p>(v) MDCC from BHEL/Customer – as per SCC – 4 copies e.</p> <p>(vi) Guarantee Certificate – Original + 3 copies .</p> <p>(vii) Insurance Intimation - 4 copies</p> <p>(viii) Three (3) copies of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment.</p> <p>(ix) Three (3) copies of certificate from the vendor to the effect that the contents in each case are not less than that entered in the invoices and guaranteed as new and as per the relevant technical specifications.</p> <p>(x) Certificate for complying to seaworthy packing for the consignment despatched.—3 copies.</p> <p>(xi) PVC Calculation and copy of all applicable indices.</p> <p>2. For payment against Material Receipt Certificate (MRC):</p> <p>(i) Invoice: Original + 3 copies</p> <p>(ii) MRC issued by BHEL – ISG site office / customer – Original + 3 copies (if MRC delayed by BHEL, then the Cl.24- A9ii) & B (ii) Will be applicable.)</p> <p>(iii) Technical documents (as specified in the technical specification)</p> <p>Note:</p> <p>(i) The requirement of any more documents, if needed for release of seller payment shall be informed later to the successful Bidder at the time pf placement of PO / LOI.</p>
25.	Mobilisation advance	<u>No</u> mobilization advance will be paid to the contractor.
26.	Price variation clause / overrun compensation	Applicable, (limited to +20% of the exworks price) as per the attached PVC formulae Annexure-1. Downward PVC is unlimited.

27.	Taxes & Duties	<p>As per the present GST act, exemption / refund of GST is available only to the exporter. In this case BHEL being the principle exporter, the GST as applicable, paid by our seller / sub-vendor in India will be paid extra by BHEL against evidence, therefore should not be included in the basic equipment price. However, seller to support BHEL with requisite documents for BHEL to take credit / refund of such GST. As credit / refund is applicable to BHEL for the GST paid, same is not a cost, to BHEL, therefore will not be accounted for price evaluation.</p> <p>Bidder, however, must ensure that the reduced/ concessional rate of GST as applicable for penultimate exporter vide Notification No. 41/2017-Integrated Tax (Rate) dtd. 23-10-2017, Notification No. 40/2017-Central Tax (Rate) dtd. 23-10-2017 or similar Notification issued by any State / Union Territory GST Authority is levied along with all the necessary compliances. The documents/ undertaking required for availing concessional rate of GST shall be made available by BHEL to the bidder before, during or after export of goods from India.</p> <p>Being export project, the Indian bidders are required to consider all the applicable export benefits, if any, as per the Foreign Trade Policy 2015-20 and Custom Act. BHEL ISG will provide all the necessary support in this regard. The bidder is required to indicate the support required and the break-up of CIF content at the enquiry stage.</p> <p>Vendors to note that in case material gets rejected or found to be shortage w.r.t to packing list, due to reasons attributable to the vendor, then the vendor shall bear all expenses / incidentals incurred by BHEL in despatching the consignment to Bangladesh, including port clearance at port of origin and port of destination as the case may be. Further, vendor to replenish the rejected / short shipped goods without any implication to BHEL.</p> <p>The statutory changes in Taxes/Duties and levies, if any imposed by state/ Central Govt. during the contract delivery period is to BHEL's account and any upward increase in tax implication beyond the contractual delivery period (on account of the delay attributable to seller / contractor) is to respective seller / contractor's account.</p> <p>Benefits on abolition / change / introduction of new tax system in lieu of any existing taxes during the execution of contract, must be passed on to BHEL.</p> <p>Note:</p> <ol style="list-style-type: none"> The seller to ensure that all export benefits as applicable for self-manufactured or their BOI have been considered in line with above conditions of SCC while making price offer to BHEL – ISG.
28.	Insurance	<p>Project MCE Coverage in BHEL's scope.</p> <p>BHEL shall arrange insurance cover for all the equipment's being supplied by the seller / contractor under this contract, under transit and storage-cum-erection policy covering liabilities against damages/ losses etc till the completion of Erection and commissioning of entire system.</p> <p>All other terms and condition shall be as per GCC.</p> <p>Risk coverage will be as per latest Inco-terms.</p> <p>In case of damage / loss / theft of goods in transit up to the port of discharge, the seller will support Purchaser (BHEL) for lodging claim with insurance company. Registering FIR with police department (as applicable). FIR / Insurance claims are to be lodged by the seller within 15 days of the notice of such incidence Responsibility of completing all formalities with Police department & Insurance surveyor will be with seller.</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.
29.	Warranty	12 months from the date of commissioning or 24 months from last dispatch, whichever is earlier.
30.	Split order condition	Not applicable
31.	Performance bank guarantee	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)/ Purchase Order (PO) (Refer Annexure PBG for PBG format). 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. The BG has to be issued in hard copy and not through SFMS. 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
32.	Contract schedule / delivery	Completion of Engineering: As per technical specification SUPPLY completion: 4 Months from the date of LOI.
33.	Unloading at site.	In the scope of BHEL. The Vendor shall furnish case-wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL site contractor.
34.	Drawing submission and approval	As per respective Technical Enquiry Specifications
35.	Final Drawings / Documents submission	As per respective Technical Enquiry Specifications.
36.	Inspection Agency	Inspection shall be carried out by agency as per below Inspection category of packages: Seller / contractor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to BHEL-ISG/Third Party Inspection Agency (as informed by ISG) for arranging Customer / Owner / Consultant / Third Party participation (wherever applicable), with an advance notice of 20 working days (from Indian seller) and 30 working days (from foreign seller /) for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by Customer/Owner/consultant based on the BHEL-ISG report OR Joint inspection report of BHEL ISG & Customer/Owner /Consultant (Wherever applicable). During the inspection if the equipment's are not found to be ready, all expenses incurred by BHEL / BIFPCL / Consultant / Authorized person, on such visit will be recovered from seller / contractor. For the visits made within the country, will be charged @ INR. 40, 000/- (INR Forty thousand only) per person per visit and for visit of foreign party @ INR 1, 50, 000/- (INR one lakh and fifty thousand only.) per person per visit. Therefore, seller to ensure readiness of equipment in all respect before the visit. No item / equipment's shall be dispatched without obtaining Material Dispatch clearance certificate from BHEL-ISG Material Management Department irrespective of inspection categories.
37.	Dispatch Documents Required	A) The supplier shall provide the following documents in 4 sets, immediately after dispatch and 1 set through e-mail to the concerned purchase & commercial executive of BHEL - ISG: 1) Copy of Seller / contractor Invoice.

	(to be furnished by Seller / contractor)	<p>2) Copy of Packing List Indicating Quantity/ Gross weight, Net weight, HSN code and BHEL approved BBU item no. wherever applicable against each item dispatched.</p> <p>3) BL / LR</p> <p>B) Further the documents as per Cl. No. 24 (payment terms) of SCC are to be submitted along with seller / contractor bills for claiming payment from purchaser.</p> <p>In addition to the above, seller / contractor may furnish mfg clearance/drawing/documents approval date for the purpose of determining contractual delivery for expeditious processing of invoices.</p>						
38.	Quantity Variation	Quantity variation to the extent of +/- 30% of the total order value is applicable up to 1 year from the date of last despatch. Any addition in ordered scope within this specified limit is to be supplied by the vendor at the same unit rate & terms of this order. PVC will be applicable for the increased quantity also as per Cl. No. 20 & 26.						
39.	Cable Length Tolerance	Length variation for cables shall be +/- 5% per drum but the overall length variation shall be limited to +1% for each cable type and size. The price payable shall be as per actual length within above variation						
40.	Despatch & billing instructions	To be issued in due course of time to the successful Bidder						
41.	Liquidated Damages (LD)	<p>Purchaser reserves the right to recover from seller/contractor the liquidated damages / penalty @ 0.5% of the undelivered portion of supply (Basic, excluding freight, taxes) per week's delay in dispatch, subject to a maximum of 10% of the total contract value (Basic, excluding freight, taxes), if the seller/ contractor fails to despatch the item within the period stipulated in the Order.</p> <p>Date of inspection call along with internal Test Certificates will be considered as delivery date for LD Purpose provided the material is found ready and acceptable during the inspection.</p> <p>Material is to be despatched physically from vendor's works within 20 (Twenty) days from receipt of MDCC from BHEL. In case of delay in physical dispatch of items, for reasons not attributable to BHEL, such delay will also be accounted for calculation of LD.</p>						
42.	Loading Factor	<p>As per GCC</p> <p>Further, following is the loading towards the logistics for bidder during price evaluation, In case of the shipment weight, type of consignment varies between bidders, then, quoted FOR CHA GODOWN Price shall be loaded by following factors to arrive at Total FOR project Site price for evaluation purpose.</p> <p>Loading for transportation & Custom Clearance cost to reach material at Maitree project Site at Rampal right from receiving of Cargo at following Port:-</p> <table border="1" data-bbox="451 1591 1351 1743"> <thead> <tr> <th>Delivery address</th> <th>General Cargo (Rate PER MT in Rs)</th> <th>ODC Cargo (Rate PER MT in Rs)</th> </tr> </thead> <tbody> <tr> <td>From Chennai port</td> <td>3101</td> <td>4139</td> </tr> </tbody> </table> <p>Note:</p> <p>1. Bidders to quote weight & dimension (dimension in case of ODC) of material in their quotation to BHEL-ISG. In case the actual weight & dimension at the time of loading & transportation and customs clearance is found to be more than 5% of quoted weight / dimension, the amount shall be recovered from the vendor bill for excess weight /dimension @1.5408 times the above mentioned rates.</p> <p>2. ODC shall be considered for 100 MT or 13Mx3Mx3M Dimension, whichever is Higher.</p> <p>Also, loading for any deviation to NIT documents shall be done as per provision of GCC</p>	Delivery address	General Cargo (Rate PER MT in Rs)	ODC Cargo (Rate PER MT in Rs)	From Chennai port	3101	4139
Delivery address	General Cargo (Rate PER MT in Rs)	ODC Cargo (Rate PER MT in Rs)						
From Chennai port	3101	4139						

	INDUSTRIAL SYSTEMS GROUP (Purchase)	SPECIAL CONDITIONS OF CONTRACT (SCC) Item: LT POWER CABLE (Lot2)	RFQ No. – 77/21/ 6017/RRC Dated: 29.05.2021 2X660 MW Maitree STPP, Bangladesh
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43.	Reverse Auction	<p>GCC ,ITB Clause No.13 & Annexure-XI w.r.t reverse auction shall be read as: “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”</p>
44.	MSME Units	<p>Extant regulations of GOI will be applicable. Any Bidder / vendor 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 inline with extant Govt. of India guidelines.</p>
45.	PURCHASE PREFERENCE FOR MAKE IN INDIA	<p><i>For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15-06-2017, 28-05-2018, 29.5.2019, 04.06.2020 & 28.7.2020,16.09.2020 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.</i></p> <p>The subject tender/ contract shall be considered as “NOT DIVISIBLE”.</p> <p>Only Class-I local suppliers are eligible to quote for this tender. Class –II local suppliers and Non-local suppliers are not eligible for this tender as specified in referred GOI orders.</p> <p>The local supplier shall provide the following documents along with the Part-1 bid:</p> <ol style="list-style-type: none"> i. 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. 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.
46.	Risk Purchase	<p><u>For Supply:</u> In case of default/ late delivery, purchaser reserves his right to make alternate arrangement / procurement at supplier's risk and cost. The actual cost incurred for such purchases along with the departmental charges @5% will be recovered from the Bidder.</p>
47.	Arbitration	<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 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.</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 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.</p>
48.	MODEL CONCILIATION CLAUSE	As per annexure: Model Conciliation Clause for Conducting Conciliation Proceedings under the BHEL Conciliation Scheme, 2018.
49.	Ethics In Business Dealings	<p>The offers of the Bidders who are under suspension as also the offers of the Bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.</p> <p>1.0 Integrity, commitment, performance of the contract and punitive action thereof:</p> <p>1.1 Commitment by BHEL:</p> <p style="padding-left: 40px;">BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.</p> <p>1.2 Commitment by Bidder/Supplier/Contractor:</p> <p>1.2.1 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.</p> <p>1.2.2 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.</p> <p>1.2.3 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.</p> <p>If any Bidder/supplier/contractor during pre-tendering/ tendering/post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the India Penal Code, 1860 or any other law in force in India, then, action may be taken against such Bidder/supplier/contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.</p>

	INDUSTRIAL SYSTEMS GROUP (Purchase)	SPECIAL CONDITIONS OF CONTRACT (SCC) Item: LT POWER CABLE (Lot2)	RFQ No. – 77/21/ 6017/RRC Dated: 29.05.2021 2X660 MW Maitree STPP, Bangladesh
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50.	Fraud prevention policy	The Bidder along with its associate/ collaborators/ sub-/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."
51.	Note w.r.to GCC clauses against this tender	<p>General Conditions of Contract: Instructions to Bidders</p> <p>2.6 Marking on envelop: Not applicable 2.7 Bid submission: Not applicable 3.0 ` Erection & commissioning charges: Not applicable 6.2 Deviation listing: Not applicable 7.0 (iii) Price for recommended spares Not applicable. 7.0 (iv) Unit price for scope addition / deletion: Not applicable 19.0 Evaluation criteria: Loading factor as applicable, SCC & price format supersedes.</p> <p>General conditions of contract:</p> <p>4.1 to 4.8 Taxes & duties: SCC supersedes GCC. 5.1 to 5.4 Statutory variation: SCC supersedes GCC 6.0 Variation of contract price: SCC supersedes GCC. 8.0 Transportation & freight charges: SCC supersedes GCC 9.1 to 9.7 Payment terms, documents to be submitted: SCC supersedes GCC 13.0 DELIVERY / COMPLETION SCHEDULE: SCC supersedes GCC 14.0 INSPECTION AND TESTING AT CONTRACTOR'S PREMISES: should be read in conjunction with SCC & Technical specification. 17.0 Insurance: should be read in conjunction with SCC. 32,0 Arbitration: SCC supersedes.</p>
52.	Registration in GeM portal.	GeM Seller ID mandatory before placement of Order/award of Contract for goods and services to the successful bidder. Bidders to complete registration in GeM portal and ensure availability of GeM
53.	Integrity Pact	Integrity Pact format is enclosed. The same is to be duly filled and submitted along with the offer without fail. IEM details is as below – : Name: Shri Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com : Name: Shri Virendra Bahadur Singh, IPS (Retd.) Email: vbsinghips@gmail.com