

ENQUIRY NO. T7B1T34280 (NIT_54283)		
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The special conditions of contract (SCC) inscribed hereunder shall be read and construed along with general conditions of contract (GCC) as part of the tender document and in case of any conflict or inconsistency, the provision of the SCC shall prevail. Unless otherwise specified, in case of any confusion of any clause/ provision of this SCC or any conflict/ inconsistency of any clause/ provision of this SCC with that of any other tender document, the same shall be brought out by the bidder, if applicable, failing which most stringent interpretation in favor of BHEL shall be adopted and the same shall be binding to the bidder.

CLAUSE NO.	DESCRIPTION
1.0 (a)	SPECIAL REQUIREMENT -CUSTOMER APPROVAL OF BIDDER: Offers of Techno-commercially qualified bidders will be considered for Price Bid Opening/ Reverse Auction subject to approval of the bidder by the end customer. Therefore, bidders must submit their credentials along with the techno-commercial offers to enable BHEL to take up with end customer for approval of the bidder. If BHEL asks for any other details or documents during the process of obtaining approval from end customer, bidders shall also submit the same.
1.0 (b)	Only 'Class-I local supplier', as defined under the revised PPP-MII Order, 2017 dated 04.06.2020, shall be eligible to bid in this tender.
2.0	BROAD SCOPE OF WORK:
	The scope covers design, engineering, manufacturing, procurement, inspection, testing at manufacturer's/ vendor's/ sub-vendor's works, proper packing, transportation to site including freight & insurance for total scope as defined in technical specification of the tender along with all its annexures and elsewhere in tender documents. The scope shall broadly include, but not limited to following:
2.1	Detail design of all equipment & sub-system and work as per specification.
2.2	Adhering to standard QAP, if provided along with the tender documents or Preparing QAP and getting the approval of BHEL.
2.3	Complete manufacturing of all the equipment/ sub-system including shop assembly as per specification.
2.4	Providing special tools & tackles and services necessary for the satisfactory execution of the contract.
2.5	Providing requisite sets (both hard & soft copy) of Engineering drawings, RTF and data sheets as outlined, if any and elsewhere in this tender. (Refer to 'Time (The Essence of the Contract)' clause of GCC)
2.6	Providing Operation & Maintenance manual, As built drawings, Plant Handbook, Storage, Preservation & Painting Manual, Erection Manual etc. as per schedule specified, if any, and elsewhere in this tender.
2.7	Arranging inspection of equipment and accessories etc. at vendor's/ sub vendor's premises.
2.8	Packing of the goods after inspection is under vendor's scope.
2.9	Any equipment not specified here but required to make the equipment complete shall be under the scope of the vendor.
3.0	SPLITTING OF CONTRACT: Splitting up of supply contract into two supply contracts, one for Indian supply and other for the foreign supply would not be entertained.
4.0	SITE CONDITIONS: Contractor should acquire full knowledge & information about site conditions prevailing at site and in & around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
5.0	SERVICES TO BE RENDERED BY THE VENDOR:
5.1	Services for complete engineering, coordination and execution of the Contract as detailed elsewhere in this tender.
5.2	Services for shop test, quality assurance, as detailed elsewhere in this tender.
5.3	Supply of main equipment along with other items as per specification and agreed upon BBU (if any) and maintaining the sequential dispatch.
5.4	Where applicable, supply of first fill of lubricants for all equipment including second fill/

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	replenishment as necessary after commissioning.
5.5	Furnishing of all documents, drawings, design basis, reports, instruction manuals, As Built Drawings, preservation schedule with all details of preservation method and preservatives, Plant Hand book etc. and as called for elsewhere in the tender.
6.0	COMMUNICATION: The contractor shall be responsible for arranging all communication facilities for himself at office. The contractor has to establish independent internet/ e-mail facilities with mobile connection for all key personnel and same shall have to be integrated with BHEL's voice/ data network and database systems. The contractor's office must have facilities of communications like Fax, E-mail, and Telephone with STD facility etc.
7.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS):
7.1	Except where otherwise specified, the plant/ equipment shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/ equipment in the same detail as would be possible had there been a Standard.
7.2	Where the bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
7.3	In the event of any conflict between the codes & standards referred above and requirements of this specification, the requirements which are more stringent shall govern.
7.4	Wherever specified or required, the plant/ equipment shall conform to various statutory regulations such as Indian Boiler Regulation, Indian Electricity Rules, Indian Explosive Act, Factories Act etc. Wherever required, obtaining approval for plant/ equipment supplied under the specification from statutory authorities shall be the responsibility of the contractor.
8.0	ENGINEERING SERVICES: As part of the overall project management activity, the contractor shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The contractor shall identify one Engineering Manager with whom BHEL will interact on all matters on coordination between BHEL and the contractors. The Engineering Manager shall be the single point contact person on behalf of the contractor and shall be responsible for all engineering co-ordination.
9.0	TAXES AND DUTIES:
9.1	<p>The provisions of this clause shall supersede all the references to Taxes & Duties subsumed under GST law, anywhere in the tender documents.</p> <p>The quoted rates shall be exclusive of GST but inclusive of all other taxes, including any cess or surcharge or levy/ tax by whatever name called, imposed under GST law or any other law at any time, for which input credit is not available to BHEL under any interpretation of the law.</p> <p>GST at the applicable rates shall be payable extra. However, the same shall not be paid if the input credit thereof is not available to BHEL due to any reason attributable to the supplier/ bidder.</p> <p>TDS under GST as and when applicable, shall be deducted at prevailing rates.</p> <p>GST as applicable on the LD/ Penalty shall also be recoverable in addition to LD/ Penalty applicable on delayed supplies.</p> <p>Bidders/ Suppliers have to comply with all requirements of the GST law as may be prescribed by the Government from time to time (including provisions related to E-way bills as and when prescribed). In the event of any non-compliance to any of the requirements of the GST law by the supplier/ bidder, any consequential financial implication to BHEL, including interest on delayed discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/ bidder.</p>

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	<p>SUPPLY:</p> <p>Bidders have to issue GST compliant invoices showing:</p> <ol style="list-style-type: none"> BHEL PE&SD R C Puram Hyderabad GSTIN No. 36AAACB4146P1ZG under "Details of Receiver (Billed To)" BHEL's Customer's details (mentioned in SCC/ Dispatch Instructions) under "Details of Consignee (Shipped To)" State of Telangana as the "Place of Supply" irrespective of where the goods are shipped to, since these transactions fall under Section 10(1)(b) of the IGST Act. <p>Details of dispatch comprising of copies of GST Invoice, LR/ Delivery challan, Packing list etc. have to be submitted to BHEL immediately on dispatch. In the event of any delay in submission of these documents to BHEL and/ or any documentary discrepancies, any consequential financial implication to BHEL, including interest loss on discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/ bidder.</p> <p>The invoices shall be raised within the time limit prescribed under the GST law. In the event of any delay in submission of the invoice to BHEL, any consequential financial implication to BHEL, including interest loss on discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/ bidder.</p> <p>PAYMENT OF GST:</p> <p>The GST amount on gross value of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following:</p> <ol style="list-style-type: none"> The bidder declaring the invoice in his GSTR-1 and Confirmation of payment of GST thereon by bidder on GSTN Portal. <p>However, BHEL may, at its discretion release the amount of GST against indemnity bond in the prescribed format. Pending the above confirmation, and in such cases, if any discrepancy is found on subsequent verification as per data available from GSTN Portal, the entire financial implication thereof on BHEL shall be recovered from the bidder.</p>
9.2	Customs Duty:
	Customs Duty element for imported items shall be included in basic prices. No variation in customs duty and exchange rate for imported items shall be payable by purchaser. Contractor shall arrange for his own import license, if required, since purchaser will not provide any import license. Therefore, seller/ contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.
9.3	Direct Tax
	Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this order/ contract, as well as tax liability of the seller/ contractor and his personnel.
10.0	TERMS OF DELIVERY:
10.1	<p><u>Indigenous Bidders:</u></p> <p>Goods shall be delivered on EX WORKS basis; Freight/Transportation & Transit Insurance is not in the scope of bidder. Freight shall be arranged & borne by BGGTS (BHEL's customer) and Insurance is in the scope of BGGTS (BHEL's customer).</p> <p>Contractor shall inform the underwriter as appointed/ nominated by Purchaser, the details of dispatch, under intimation to BHEL. Details of dispatch shall include details such as LR no. and date, Truck number, PO number, Project and Value.</p> <p><u>Foreign Bidders:</u> Not Applicable</p>
11.0	<p>INITIAL ADVANCE/ MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE:</p> <p>Initial advance is not applicable and will not be considered for this bid/ contract.</p>

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12.0	CONTRACT PERFORMANCE BANK GUARANTEE: Not Applicable.
12.1	The successful bidder to furnish Contract Performance Bank Guarantee for 10% of contract value within 30 days from the date of receipt of PO valid till completion of the contract + 3 months claim period. - Not Applicable.
13.0	PERFORMANCE BANK GUARANTEE: Not Applicable.
13.1	Performance Bank Guarantee for 10% of total contract value shall be furnished immediately after supply completion, valid up to guarantee period + 3 months claim period - Not Applicable.
14.0	PAYMENT TERMS:
14.1	For all items of package as per rate schedule of main supply, payment shall be made as per following break-up of basic price.
14.1.1	<p>Supply:</p> <p><u>For Indigenous Vendors:</u></p> <ul style="list-style-type: none"> Ninety percent (90%) of basic price of materials supplied along with 100% Packing & Forwarding charges shall be payable on pro-rata basis within 75 days for non-MSME vendors and within 45 days for MSME vendors, after receipt of Original GST Invoice along with all other required dispatch documents including proof of handing over of material to BGGTS & other supporting documents as per specification & Annexure of Volume-IC. Ten percent (10%) of the basic price of Purchase Order shall be payable within 75 days for non-MSME vendors and within 45 days for MSME vendors, after completion of total supplies as per PO and upon submission of the following: - <ul style="list-style-type: none"> i. All final documents such as As-built drawings, O&M manuals etc. ii. Supplementary Invoice for the final 10% claim. All documents are to be submitted directly to Purchaser and not through bank. Payment period will be as per clause 14.1.2 and it starts from the date of receipt of last document received and acknowledged by BHEL as per relevant Annexure of Volume-IC. <p><u>For Foreign Vendors:</u> Not Applicable</p>
14.1.2	<p>Payment Period:</p> <p>Payment period will be within 75 days for non-MSME vendors and within 45 days for MSME vendors and it starts from the date of receipt of last document received and acknowledged by BHEL as per specification & Annexure of Volume-IC (applicable to every bill).</p>
14.1.3	<p>Payment of GST:</p> <p>The GST amount on gross value of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following:</p> <ol style="list-style-type: none"> The bidder declaring the invoice in his GSTR-1 and Confirmation of payment of GST thereon by bidder on GSTN Portal. <p>However, BHEL may, at its discretion release the amount of GST against indemnity bond in the prescribed format. Pending the above confirmation, and in such cases, if any discrepancy is found on subsequent verification as per data available from GSTN Portal, the entire financial implication thereof on BHEL shall be recovered from the bidder.</p>
14.1.4	No interest, whatsoever, shall be payable by purchaser on any amount due to the vendor.
15.0	ESCALATION (PVC)/ OVER RUN COMPENSATION (ORC): Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible during the currency of the contract. Over Run Compensation is not applicable for this package.
16.0	REVISION ON ACCEPTED CONTRACT RATE AND VALIDITY OF UNIT RATES: No revision of rate shall be applicable in the event the completion period is extended for any reason whatsoever.

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	Unit rates of detailed BOQ list, where applicable, shall be valid till contract completion.
17.0	GUARANTEE:
17.1	Full Guarantee for the performance of the equipment and total system, for a period of 24 months from the date of dispatch or 18 months from the date of commissioning, whichever is earlier shall be considered.
17.2	Other provision shall be as per the GCC.
18.0	TIME (THE ESSENCE OF CONTRACT):
18.1	The time and date of material supply completion stipulated in the contract documents shall be deemed to be the essence of the Contract. The Contractor shall so organize their resources and perform so as to complete the work not later than the aforesaid date of completion. The contractor shall commence the works and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer. If the contractor fails to commence the work or organize his resources to enable delivery of supplies within the stipulated time, BHEL at their sole discretion will have the right to cancel the contract. In such an event the contractor's security deposit with BHEL will stand forfeited without any further reference to the contractor, without prejudice to any and all of the BHEL's other rights and remedies in this regard.
18.2	The Engineering Information Exchange and approval schedule shall be as per the Technical specification.
18.3	The supply by vendors shall be strictly as per the approved BBU. Part supply of BBU line item shall not be done without express permission from Engineer and incorporation of the revision in approved BBU.
18.4	Drawings
	The vendor is supposed to supply all the items as per technical specifications and drawings approved by BHEL, including any amendments/ addendums required by good engineering practices.
19.0	PENALTY/ LIQUIDATED DAMAGES (LD): As per GCC. Further, Date of completion of final inspection shall be considered for penalty purpose.
20.0	MATERIAL RECEIPT CERTIFICATE (MRC): MRC shall be issued by End client / BHEL site or their authorized representative indicating the date of receipt of material in good condition at site. Vendor shall visit site for joint inspection of equipment at site, if called for, notwithstanding issuance of MRC.
21.0	CONSIGNEE: (Details will be provided later).
22.0	DISPATCH:
22.1	All materials/ plants/ equipment shall be transported by road including ODC consignment. Dispatch shall only be made after inspection and clearance by BHEL / BHEL TPIA (BHEL Third Party Inspection Agency)/ End-user representative, as applicable.
22.2	No consignment shall be dispatched on SELF basis.
22.3	Each package should carry the packing slip/ details of contents inside a metal enclosure, properly fixed to the packing from outside. The packing shall be transport worthy.
23.0	APPROVED MANUFACTURER/ SUB-VENDOR: For other bought out items, bidders have to adhere to the list of sub-vendors, indicated elsewhere in the technical specification.
24.0	INSPECTION & JOINT VERIFICATION (AT VENDOR'S WORKS): Prior to dispatch, the materials would be offered by the vendor for joint inspection at the contractor's works as detailed in this tender specification for which the contractor would provide an advance notice of 15 days for inspection call to BHEL.
24.1	Indegenous vendors: BHEL/ BHEL nominated TPIA/ End User/ End Users' representative may inspect Equipment/ Material as per Technical specification/ Approved Drawing/ Approved Datasheet/ Approved Quality Assurance Plan. Supplier shall send inspection call on prescribed format through online portal (http://cgir.bhel.in). Inspection charges will be borne by BHEL.
24.2	Foreign vendors: Not Applicable
25.0	AUDIT BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

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26.0	Intentionally left blank
27.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES:
27.1	The Engineer, his duly authorized representative and/ or an outside inspection agency acting on behalf of BHEL/ owner shall have access at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture and if part of the works is being manufactured or assembled on other premises or works, the contractor shall obtain for the Engineer and for his duly authorized representative permission to inspect as if the works were manufactured or assembled on contractor's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be contractor's responsibility and same has to be carried out within the quoted price.
27.2	To facilitate advance planning of inspection in addition to giving inspection notice the contractor shall furnish quarterly inspection programme indicating schedule dates of inspection at customer hold point and final inspection stages. Updated quarterly inspection plans will be made for each 3 consecutive months and shall be furnished before beginning of each calendar month.
27.3	Before any plant/ equipment leaves the place of manufacture, BHEL shall be given the option of witnessing inspections and tests for compliance with the specifications and related standards. The contractor shall give the Engineer/ Inspector 15 days written notice of any material being ready for testing. Such test shall be to the contractor's account except for the expenses of the Inspector .The Engineer/ Inspector, unless the inspection is waived, will attend such tests within 15 days of the date on which the equipment is notified as being ready for test/ inspection failing which the contractor may proceed with test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of test reports.
27.4	The Engineer or Inspector shall within 15 days from the date of inspection as defined herein give notice to the contractor of any objection wrt drawing/ equipment/ workmanship which in his opinion are not in accordance with the specification/ contract. The contractor shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications are necessary to comply with the contract.
27.5	When the factory tests have been completed at the contractor's or subcontractor's works, the engineer or Inspector shall issue a certificate to this effect within reasonable time after completion of tests. But if the tests are not witnessed by the engineer or Inspector, the certificate shall be issued within 15 days of the receipt of contractor's test certificate by the engineer/ Inspector. The completion of these tests or the issue of the certificates shall not bind BHEL to accept the equipment should it, on further tests after erection, be found not to comply with the contract.
27.6	In all cases where the contractor provides the tests at the premises of the contractor or any subcontractor, the contractor except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer/ Inspector to carry out effectively such tests on the equipment in accordance with the contract and shall give facilities to the Engineer/ Inspector to accomplish testing.
28.0	CONTRACT PRICE: Bidder shall quote their price as per the price schedule format (Latest revision) only.
29.0	PROJECT INFORMATION: Please refer technical specification for complete project details.
29.1	Details of proposed stage/ units Project name: Natural Gas Firing Provision in GTG 1 & GTG 2 of MRPL CPP-3 Unit No. of units x capacity: Owner: MRPL Project brief description: Project site: Bidder may visit site and acquaint with the conditions prevailing at site before submission of the bid. The information given hereunder is for general guidance and shall not be contractually binding on BHEL.
	Approach to Site:
	LOCATION : NEAREST RAILWAY STATION : ROAD DISTANCES :

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	NEAREST AIRPORT : MODE OF TRANSPORTATION : Road DESIGN AMBIENT TEMPERATURE : DESIGN RELATIVE HUMIDITY : AVERAGE ANNUAL RAINFALL : SEISMIC ZONE : WIND SPEED :
29.2	Drawings attached with the specification are preliminary in nature & are not exhaustive. These drawings may get revised and/ or new drawings will be furnished to bidder during detail engineering.
30.0	INTEGRITY PACT: Not Applicable.
31.0	DIVISIBLE CONTRACT:
31.1	Not Applicable.
32.0	DELIVERY SCHEDULE: Indigenous suppliers: Delivery Period shall be 06 months from date of P.O up to date of completion of final inspection. Proof of delivery to be submitted. Please note that confirmed delivery period indicated, includes the approval of Drawings/ QAP/ Inspection etc. Foreign suppliers: Not Applicable.
33.0	EVALUATION CRITERIA: Evaluation shall be done on Overall L1 basis. Evaluation shall be based on delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
34.0	REVERSE AUCTION: 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.
35.0	MSE SUPPLIERS: MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed in Volume-IC where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited) or Udyog Aadhar certificate . Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency is found in the required documents or if the required documents are not submitted. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
36.0	FRAUD PREVENTION: The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhered to BHEL Fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management, any fraud

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	or suspected fraud as soon as it comes to their notice.
37.0	QUANTITY VARIATION: Quantity variation requirements (increase/ decrease) shall be as per Technical Specification and/ or its Annexures.
38.0	MAKE IN INDIA:
38.1	<p>For this procurement, the local content to categorize a supplier as a Class-I local supplier/ class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by Department of Industrial Policy & Promotion (DPIIT). In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of Part-II bids against this NIT.</p> <p>All Govt. notifications and Nodal Ministries/Departments notifications are published and updated on DPIIT website (https://dipp.gov.in/public-procurements).</p> <p>Proforma for self-certification for minimum local content and auditor's certification is given in Annexure-K of Volume-IC.</p>
39.0	STARTUPS:
39.1	For Startups Medium Enterprises, Condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications. Startups are exempt from paying earnest money deposit.
40.0	OTHER TERMS: All other terms & conditions of this specification shall be governed by the pertinent provisions of GCC, Volume-IA as applicable.
41.0	SPECIAL NOTES:
41.1	<p>If there is any conflict in clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) and GENERAL CONDITIONS OF CONTRACT (GCC), then clause mentioned in SPECIFIC CONDITIONS OF CONTRACT (SCC) supersedes the requirement.</p> <p>It shall be treated that bidder have not changed/ modified the tender documents (including corrigendum/ addendum, if any) issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.</p>
41.2	Commercial Conditions quoted in any place other than SCC & GCC, including those stated in Bidder's General Terms and conditions enclosed if any, shall be summarily ignored and will be invalid for evaluation of the Preferred Bidder.