

CONTENTS

CLAUSE NO	DESCRIPTION
1.0	BROAD SCOPE OF WORK
2.0	SPLITTING OF SUPPLY CONTRACT
3.0	SITE CONDITIONS
4.0	SERVICES TO BE RENDERED BY THE VENDOR
5.0	COMMUNICATION
6.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
7.0	ENGINEERING SERVICES
8.0	TAXES AND DUTIES
9.0	FREIGHT AND INSURANCE
10.0	MOBILISATION ADVANCE/INTEREST BEARING RECOVERABLE ADVANCE
11.0	CONTRACT PERFORMANCE BANK GUARANTEE
12.0	PERFORMANCE BANK GUARANTEE
13.0	PAYMENT TERMS
14.0	ESCALATION(PVC)OVER RUN COMPENSATION (ORC)
15.0	REVISION ON ACCEPTED CONTRACT RATE
16.0	GUARANTEE
17.0	TIME (ESSENCE OF THE CONTRACT)
18.0	LIQUIDATED DAMAGES
19.0	MATERIAL RECEIPT CERTIFICATE (MRC)
20.0	CONSIGNEE
21.0	DESPATCH
22.0	APPROVED MANUFACTURER / SUB-VENDOR
23.0	INSPECTION & JOINT VERIFICATION (AT CONTRACTOR'S WORKS)
24.0	INTENTIONALLY LEFT BLANK
25.0	INTENTIONALLY LEFT BLANK
26.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
27.0	CONTRACT PRICE
28.0	PROJECT INFORMATION
29.0	SCHEDULE OF SUPPLY & SUPERVISION OF E&C
30.0	DIVISIBLE CONTRACT
31.0	OTHER TERMS
32.0	DELIVERY SCHEDULE
33.0	CONSIDERATION OF OFFER

Anvay Prasad

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	BROAD SCOPE OF WORK : The scope covers design, engineering, manufacturing, Procurement, inspection, testing at manufacturer's/ vendor's/ sub-vendor's works, painting, proper packing, transportation to site including freight & insurance, E&C / Supervision of E&C at Owner site and performance testing for total scope as defined in technical specification PEMC 04249 Rev 02 along with all its annexures and elsewhere in tender. The scope shall broadly include, but not limited to following
1.1	Detail design of all equipment & sub-system and work as per specification.
1.2	Adhering to standard QAP, if provided along with the tender documents at Volume IV or Preparing QAP and getting the approval of BHEL.
1.3	Complete manufacturing of all the equipment/sub-system including shop, assembly, field testing and installation at site as per specification.
1.4	Providing special tools & tackles and services necessary for the satisfactory execution of the contract.
1.5	Providing requisite sets (both hard & soft copy) of Engineering drawings, RTF and data sheets as outlined in Volume II and elsewhere in this tender. (Refer to 'Time (The Essence of the Contract)' clause of GCC)
1.6	Providing Operation & Maintenance manual, As built drawings, Plant Handbook, Storage, Preservation & Painting Manual, Erection Manual etc. as per schedule specified in Volume II and elsewhere in this tender.
1.7	Arranging inspection of equipment and accessories etc. at Vendor's/sub vendor's premises.
1.8	Packing & transportation of the goods from the Vendor's works/sub vendor's works.
1.9	Any equipment not specified here but required to make the equipment complete shall be under the scope of the Vendor.
2.0	Splitting up of supply contract into two supply contracts one for Indian supply and other for the foreign supply would not be entertained.
3.0	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.
4.0	SERVICES TO BE RENDERED BY THE VENDOR
4.1	Services for complete engineering, coordination and Execution of the Contract as detailed elsewhere in this tender.
4.2	Services for shop test, quality assurance, as detailed elsewhere in this tender.
4.3	Supply of main equipment along with other items as per specification and agreed upon BBU / BOQ, maintaining the sequential dispatch and E&C / Supervision of E&C at site.
4.4	Where applicable, Supply of first fill of lubricants for all equipment including second fill/ replenishment as necessary after commissioning.
4.5	Furnishing of all document, drawing, 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
5.0	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.

Answer Provided

6.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
6.1	Except where otherwise specified, the plant/equipment shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard Specification 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 Specification.
6.2	Where the Bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification 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.
6.3	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.
6.4	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.
7.0	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.
8.0	TAXES AND DUTIES
8.1	EXCISE DUTY
8.1.1	Exempted being MEGA project. Excise Duty exemption benefit shall be given to the main vendor only on whom the PO is placed and not to their sub vendors.
8.1.2	EXCISE DUTY (IN CASE OF DEEMED EXPORT) In case of deemed export and order placed under similar financing arrangement, contractors are required to ensure that original gate passes and documents to claim draw backs are made available to BHEL along with disclaimer certificate. In the absence of above the offer is liable to be loaded. In these cases, excise duty shall be billed separately with the above documents.
8.1.11	Bidder shall not be eligible for any statutory increase in the excise duty beyond the contractual delivery date agreed by the purchaser.
8.2	CENTRAL SALES TAX
8.2.1	Central Sales tax shall be payable extra on submission of Tax Invoice, if the same is payable by the bidder to the respective Government Authorities meeting all statutory requirements and availing all exemption/ concessions under the Central Sales Tax Act, 1956. Bidder shall show CST separately in the Tax Invoice for inter-state sales at prevailing rate.
8.2.2	The bid/offer should clearly indicate the percentage and total amount. Concessional forms required should be clearly indicated in the bid/offer.
8.2.3	Sales tax on direct sales by the contractor to BHEL shall be reimbursed, as per tariff applicable to the approved items but restricted to the amount shown in the price bid separately. If it is shown as included in the quoted price, then it shall not be eligible for reimbursement by BHEL.
8.2.4	BHEL proposes to make sale in transit as per Sec 6(2) (b) of the CST Act, 1956 where goods are moving inter-state. "C" Form shall be issued and exchanged against E-1/E-2 Certificates based on provisions of the statute.
8.2.5	If documents are submitted through bank. Form-C shall not be insisted for retirement.
8.2.6	Concessional forms requirement should be clearly indicated in the bid/offer.
8.2.7	In order to obtain the benefit of Transit Sale exemption U/S 6(2), following mode of documentation shall be followed.
8.2.7.1	FOR SELF MANUFACTURED ITEMS OF VENDORS (Details shall be provided later)
	<i>In case of BOP, vendor's LR/ RR/ GR/ CN must the bear the name of BHEL as 'Consignee'. BHEL will endorse the following words on the back of dispatch documents, ie LR/ RR/ GR/ CN prior to the date of receipt of materials by BHEL at site, ie after movement commences and before it terminate.</i>

Answer provided

Please deliver the goods to Variable Customer Consignee name and address, variable Customer's CST.

Name of authorized signatory of BHEL: _____

Date: _____

Signature: _____

8.2.7.2 FOR BOUGHT-OUT ITEMS OF VENDORS: (Details shall be provided later)

8.2.7.2.1 STEP-1

Sub-vendors' LR/ RR/ GR/ CN must the bear the name of vendor as 'Consignee'. Vendor must endorse the following words on the back of LR/ RR/ GR/ CN prior to the date of receipt of materials by vendor, ie after movement commences and before it terminates.

Please deliver the goods to Variable BHEL site name and address, variable BHEL CST number

Name of authorized signatory of vendor: _____

Date: _____

Signature: _____

8.2.7.2.2 STEP-2:

BHEL must endorse the following words on the back of LR/ RR/ GR/ CN prior to the date of receipt of materials by BHEL at site, ie after movement commences and before it terminates.

Please deliver the goods to Variable Customer Consignee name and address, variable Customer's CST.

Name of authorized signatory of BHEL: _____

Date: _____

Signature: _____

8.2.8 Original Excise Invoice must be in the name of Variable Customer Consignee address (shall be provided later), A/C BHEL for-self manufactured items.

8.2.9 Original Excise Invoice must be in the name of project Variable Customer Consignee address (shall be provided later), A/C Vendor name, A/C BHEL for bought out items of Vendor.

8.3 VALUE ADDED TAX

8.3.1 VAT, as applicable will be reimbursed by BHEL on all intra-state sales, upon submission of Tax Invoice & as per tariff applicable, if the same is payable by bidder to the respective Government authorities meeting all statutory requirements and availing all exemption/ concessions under relevant acts of the state. The tax invoice pertaining to supplies made in a quarter must be presented within that quarter so as to enable BHEL to take input credit within that quarter. If BHEL is denied of the benefit of Input Credit due to late/ non submission of "TAX INVOICE", VAT shall not be reimbursed.

8.3.2 Any variation on VAT, if imposed subsequent to latest due date of offer submission, as per NIT & TCN (Tender Change Notice), as applicable, by statutory authority within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be paid by BHEL on production of relevant supporting document to the satisfaction of BHEL.

Answered

8.3.3	Contractor has to obtain Tax Clearance Certificate from Sales Tax Authority of concerned state, in case of intra-state sale
8.3.4	The contractor must be registered with the sales tax authority in the concerned state, in case of intra-state sale. The bidder must produce copy of the Registration Certificate issued by the Sales Tax Authority. The bidder must issue "TAX INVOICE" showing VAT charged separately in case of intra-state supply.
8.3.5	Bidder to consider the benefit of Input Credit of VAT in their offer. VAT shall be payable extra, on all items supplied from Bihar on submission of Tax Invoice & as per tariff applicable, if the same is payable by bidder to the respective Government authorities meeting all statutory requirements and availing all exemption/ concessions under relevant state act. The tax invoice pertaining to supplies made in a quarter must be presented within that quarter so as to enable BHEL to take input credit within that quarter. If BHEL is denied of the benefit of Input Credit due to late/ non submission of "TAX INVOICE", VAT shall not be paid at all.
8.3.6	In case of intra-state sale, the 'original for buyer' invoice copy should mention Variable (BHEL appointed nodal agency) {shall be provided later} as Purchaser's address with their TIN number Variable (TIN number of the nodal agency) {shall be provided later}.
8.5	CUSTOMS DUTY
8.5.1	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.
8.6	SERVICE TAX
8.6.1	Service tax, where applicable, shall be shown separately in the bid and it shall be payable extra on submission of Tax Invoice, if the same is payable by the bidder to the respective Government Authorities, meeting all statutory requirements and availing all exemption / concessions under the relevant acts. Bidder shall show Service Tax separately in the Tax Invoice at prevailing rate.
8.7	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.
8.8	Intentionally left blank
8.9	OTHER TAXES
	Bidders are required to include all other taxes applicable on the date of the offer/bid over and above ED, ST/VAT. This will include but not limited to Octroi, turnover tax, works contract tax, entry tax, consignment tax etc as applicable.
9.0	FREIGHT & INSURANCE CHARGES
9.1	Contractor shall deliver the goods FOR Destination and shall be required to transport the items through transport contractor of repute. Freight charges shall be payable by the contractor and included in the price quoted. The transit insurance shall be arranged and borne by vendor up to Consignee Address indicated by BHEL against the PO / LOI.
10.0	MOBILISATION ADVANCE: Mobilization advance is not applicable and will not be considered for this bid / contract.
11.0	CONTRACT PERFORMANCE BANK GUARANTEE (Applicable for Contract value more than Rs 20 lakhs)
11.1	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 site certification of PG Test and handing over of system/package + 3 months claim period.
12.0	PERFORMANCE BANK GUARANTEE (Applicable for Contract value more than Rs 20 lakhs)
12.1	Performance Bank Guarantee for 10% of total contract value shall be furnished immediately after site certification of PG Test and handing over of system/package, valid up to guarantee period + 3 months claim period.

13.0	PAYMENT TERMS
13.1	For all items of package as per rate schedule of main supply, payment shall be made as per following break-up of basic price. Mobilization advance, where applicable, shall be adjusted pro-rata payments against dispatch documents / LC
13.1.1	<p>a) Supply:</p> <p><u>For Indigenous Vendors :</u></p> <ul style="list-style-type: none"> • Fifty percent (50%) of basic price of materials supplied as per PO, shall be payable on pro-rata basis along with 100% of applicable taxes and duties on dispatch of materials upon submission of required documents listed as per Annexure-1 • Forty percent (40%) of basic price of materials supplied as per PO, shall be payable on pro-rata basis on receipt of final documents including MRC and LR copy duly signed by BHEL site/customer with clear date of receipt of material at site • Ten percent (10%) of the basic price shall be released on pro-rata basis after submission of all final documents (including submission of Form E1/E2 against Form-C, if applicable) as per Annexure-1, furnishing Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period and production of E&C certificate from BHEL site/owner on successful commissioning of the complete system/package (if applicable) • All documents are to be submitted directly to Purchaser and not through bank. • Payment period will be as per clause 13.1.3 and it starts from the date of receipt of last document received and acknowledged by BHEL as per Annexure-1. <p><u>For Foreign Vendors</u></p> <p><u>Mode 1 – Payment through LC :</u></p> <ul style="list-style-type: none"> • 100% payment (less Indian Agency commission, if any) shall be paid against proof of dispatch through irrevocable Letter of Credit on submission of 10% Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period • LC shall be opened only in the name of vendor on whom purchase order is placed. • LC will be opened 1 month prior to the scheduled delivery of PO. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening. • All banking charges outside India will have to be borne by the supplier. <p><u>Mode 2 – payment against documents / Sight draft.</u></p> <ul style="list-style-type: none"> • Payment terms against presentation of documents to the Purchaser Bank / Sight draft on submission of 10% Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period • All banking charges outside India will have to be borne by the Vendor.
13.1.2	<p>b) E&C :</p> <ul style="list-style-type: none"> • Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released on submission of protocols, duly signed by BHEL Site / Owner. • Ten percent (10%) of the total value shall be released on successful commissioning of the complete system / package on submission of protocols, duly signed by BHEL Site / Owner. • Ten percent (10%) of the total value shall be released on successful completion of PG/ Demonstration test(s) and handing over system/package to the Owner, as applicable, on submission of protocols, duly signed by BHEL Site / Owner. <p><u>Supervision of E&C :</u></p> <ul style="list-style-type: none"> • Payment as per PO terms, on submission of protocols, duly signed by BHEL Site / Owner.
13.1.3	Amount shall be payable within 45 days (45 days for MSME vendors also) after receipt of clear bill along with dispatch documents as per Annexure-1 (applicable to every bill).
13.1.4	No interest, whatsoever, shall be payable by purchaser on any amount due to the vendor.
14.0	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

Answered

	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 authorised 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.
26.2	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.
26.3	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.
26.4	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 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.
26.5	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.
26.6	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.
27.0	CONTRACT PRICE: Bidder shall quote their price as per the format of Volume-III, price schedule (Latest revision) only.
28.0	PROJECT INFORMATION (Refer Technical Specification)
28.1	<u>Details of proposed stage/ units</u> Project name: No of units x capacity: Owner : Project brief description : Project site : It is essential that the bidder 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 the/ BHEL.
	APPROACH TO SITE
	LOCATION :
	NEAREST RAILWAY STATION :
	ROAD DISTANCES :

	<p>NEAREST AIR PORT :</p> <p>MODE OF TRANSPORTATION : Road</p> <p>DESIGN AMBIENT TEMPERATURE:</p> <p>DESIGN RELATIVE HUMIDITY :</p> <p>AVERAGE ANNUAL RAINFALL :</p> <p>SEISMIC ZONE :</p> <p>WIND SPEED :</p>
28.2	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.
29.0	SCHEDULE OF SUPPLY and E&C
	<p><u>Supply</u>: The vendor shall complete design & engineering, manufacturing/ supply (including main scope, spares, as applicable), within stipulated completion periods.</p> <p><u>E&C / Supervision of E&C of Equipment</u>: Bidder to note that they shall be required to carry out the Erection and commissioning of the equipment supplied by them provide at site and as specified elsewhere in the technical specification. The specific dates of the requirement of such services shall be intimated to the bidder during contract execution stage as per BHEL's site requirement. Bidder to mobilize concerned competent person for Erection & commissioning activities within a period of 7 days of receipt of intimation in this regard by BHEL. Bidder to take cognizance of the fact that the E&C activities of the tendered item may get delayed due to non availability of fronts etc. due to reasons beyond purchaser's control. Bidder to however note that the prices quoted by them towards E&C of the equipment as defined above shall remain firm till the completion of E&C of the system. Bidder will not be entitled to raise any extra claim on account of these delays.</p>
30.0	DIVISIBLE CONTRACT
30.1	It may clearly be understood by the bidders that separate orders shall be placed for a) supply of equipment b) E&C / Supervision of E&C services (LOI will be issued for supervision and PO will be issued subsequently by BHEL PSER (Power Sector Eastern Region) office)
30.2	Notwithstanding anything stated elsewhere in this tender, the contract to be awarded shall be on the basis of supply & E&C / Supervision of E&C Services (divisible contract) on single source responsibility. In the mode of contracting on the basis of supply & E&C / Supervision of E&C Services the supply portion of the contract will relate to the price schedule of supply part, and E&C / Supervision of E&C Services portion of contract will relate to price schedule of E&C / Supervision of E&C part.
30.3	But the two contracts shall not in any way dilute the responsibility of the bidder for the successful completion of the job as per tender specification and both the contracts shall contain a cross-fall breach clause, namely that a breach in one contract shall automatically be classified as a breach on the other contract which will confer a right on BHEL to terminate the other contract at the risk and cost of the bidder.
31.0	OTHER TERMS
	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC, Volume-IA as applicable.
32.0	<p>Indigenous supplies : Delivery Period shall be 8 (Eight) Months from date of P.O up to material receipt at site. Proof of delivery to be submitted. Please note that confirmed delivery period indicated, includes the approval of Drawings/ QAP /Inspection/Transport / Material - Receipt at Site, etc.</p> <p>Foreign supplies : Delivery Period shall be 8 (Eight) Months from date of P.O up to material receipt at Port of Lading. Date of Bill of Lading/AWB will be considered as delivery date for penalty purpose.</p>
33.0	Consideration of offer will be subject to customer's approval of bidder.

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