

	ELECTRIC AND PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	Composite Insulators Corona Ring Drg No 3 987 09 15323 Rev 05
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Terms & Conditions:		
1.	Type of Contract	Supply
2.	Consignee address	STORES INCHARGE BHARAT HEAVY ELECTRICALS LIMITED ELECTROPORCELAINS DIVISION PROF. CNR RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012. Consignee address in LR should be strictly as per above.
3.	Buyer and Paying Authority	BHARAT HEAVY ELECTRICALS LIMITED – ELECTRIC AND PHOTOVOLTAIC DIVISION
4.	Mode of Dispatch	By Road/Train Note: It is Vendor's responsibility to ensure availability of Trucks well in advance for dispatch of material to meet contractual delivery requirement. It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.
5.	Scope of supply & Material Specification	Corona Rings are to be supplied in fully finished condition and assembled condition in conformation to the requirements of our latest revised drawing No 3 987 09 15323 Rev 05
6.	Price basis	The rates quoted shall be on per piece basis. Rates to be written in both figures & words. Any discrepancy in writing, only the price written in word will be considered. The rate quoted shall be on firm price basis. No change in price will be entertained till the execution of total order quantity. Validity of the offer shall be minimum 90 days. L-1 status will be arrived at the total landing cost of the item.
7.	Inspection, Acceptance & Rejection	The routine inspection & acceptance testing of supplied material shall be done at BHEL EPD in line with BHEL Drg 3 987 09 15323 Rev 05. However BHEL reserves the right to make pre-dispatch inspection of materials at vendor's place. All testing samples required as per the sampling plan shall be taken from the supplied lot & cost deducted accordingly and payment will be made only for the net accepted quantity. The tested samples shall not be returned to vendor. Materials not meeting the requirement of drawing & purchase specification will be summarily rejected. The rejected lots should be lifted by vendor on his own cost within 15 days' notice, failing which BHEL shall despatch the rejected material to vendor on freight paid basis through BHEL approved transporter & at the BHEL contract rate and same shall be recovered from their pending bills. However minor rejections should be lifted once in a year failing which BHEL will have no liability for such material.
8.	Transit Insurance	In BHEL Scope. Insurance details will be informed with PO
9.	Unloading at EPD	In the scope of BHEL-EPD, MP Stores, Bengaluru.
10.	Delivery terms	F.O.R.Destination, BHEL EPD Stores, Bengaluru.

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11.	Delivery schedule/Lead time		
		Delivery shall be staggered as follows	
	Material Discription	1 st Lot 45 days from the date of PO	2 nd Lot 75 days from PO date
	Corona Ring Drg No 3 987 09 15323 Rev 05	2000 Nos	1750 Nos
12.	Payment terms	Hundred (100%) of basic price of material supplied, as per PO, along with 100% taxes & duties (as applicable) & freight charges, shall be paid on pro-rata basis within 45 days from the date of receipt of goods & receipt of complete documents like invoice, test certificate etc. GOI has amended GST law - section 51 of the CGST act 2017 wherein government agencies (PSU) has to deduct 2% GST as TDS w.e.f. 1.10.2018. Hence, 2% of basic value (equivalent to 1% CGST + 1% SGST OR 2% IGST) will be deducted as TDS & TDS certificate shall be issued by BHEL in line with the latest amendment in GST law. Invoice to be made as per the prevailing GST format...	
13.	Distribution of load share	Full tender quantity will be given to the most competitive L-1 bidder. There will be no load distribution. Vendors are requested to give offer accordingly	
14.	LD Clause	Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver ordered stores within the period stipulated in the Order/Contract. However, In case of staggered delivery schedule, the LD shall be half (½) percent of the undelivered portion per week or part thereof, subject to a maximum of ten (10) percent of the contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract. <i>Date of receipt of material at BHEL stores will be considered as delivery date.</i>	
15.	Risk purchase	BHEL at its option will be entitled to terminate the contract and purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier fails to deliver within the stipulated time. The supplier shall be liable for any loss, which BHEL may sustain by such risk purchases. The loss will be recovered from the vendor's outstanding bills with the concerned unit or any sister unit	

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16.	TAXES AND DUTIES (Clause No. 4.1, 4.2 & 4.3)	Clause No. 4.1, 4.2 & 4.3 of GCC to be read as: 4.1 CGST/SGST/UTGST/IGST 4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. 4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. 4.1.3 The purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB . 4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract.
17.	OTHER TAXES & LEVIES (Clause No. 4.4)	Clause No. 4.4 of GCC of GCC to be read as: 4.1 OTHER TAXES & LEVIES All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser.
18.	DIRECT TAXES (Clause No. 4.6 of GCC)	Clause No. 4.6 of GCC to be read as: 4.1 DIRECT TAXES 4.1.1 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. Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.
19.	New Clauses of GCC	a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN ;code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price) b) The bidder should have been registered with the appropriate authority under relevant GST laws. c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax. In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.

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20.	Price Comparison	<i>Price comparison of the offer shall be considered on LANDED COST BASIS (COST TO BHEL). Landed cost shall be worked out on price quoted including freight, excise duty, sales tax after taking out CENVAT and VAT Benefit, as applicable. The calculation of LANDED COST is as given in the Annexure A. The ranking of the vendors prepared based on the Reverse Auction/Price bid opening date shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors. Interest @ Prime lending rate of SBI + 6% per annum will be loaded for the differential credit period (Specified credit period offered by supplier) and the differential amount (amount of payment specified-amount of payment asked for in the offer stage-wise). In case, the delivery basis stipulated by the Tender is different from that sought for, loading for the corresponding elements viz: freight, insurance etc. shall be made as per prevailing BHEL contract rates existing as on the date of tender opening.</i>
21.		<i>BHEL reserves the right/option to REFLOAT the tender if L1 price is not the lowest acceptable price to BHEL. Each of our purchase order specifies the drawing number and revision number clearly. SGI flanges to the drawing of the latest revision number only will be accepted. BHEL will have the option to defer the supplies of any purchase order with a notice period of 20 calendar days</i>
22.		<i>In case of unsatisfactory performance of quality / delivery BHEL will have right to discontinue the contract in part or full.</i>
23.		<i>Appropriate care has to be taken while shipping Corona rings to avoid transit damages / losses. In the event of any damages/losses, the supplier is liable to replace the goods. Acknowledgement of BHEL Stores shall be only legal document towards receipt of material.</i>
24.		<i>The vendor will have to follow all the legal and statutory requirements and BHEL norms. BHEL will not be responsible in any way if the vendor is fined or penalized due to non-fulfillment of these requirements by any government agency like Sales Tax, Excise etc.</i>
25.	Arbitration & Legal Jurisdiction	<i>Settlement of dispute, if any arises, at any time between the BHEL and the vendor upon or in relation to or in connection with the vendor, the same shall be referred to the sole arbitration of the Head of the concerned BHEL unit or to person appointed by him. The award of the arbitrator shall be final and binding on both BHEL and the vendor In case of any legal proceedings, area of jurisdiction will be Bengaluru.</i>
26.		<i>The tender not meeting the above conditions may not be entertained.</i>
27.	Guarantee Certificate	<i>Not applicable.</i>
28.	Submission of Performance Bank Guarantee (PBG)	<i>Not Applicable.</i>
29.	Integrity Pact	<i>Not Applicable.</i>

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30.	Inspection Agency	<i>Inspection call should be furnished in the enclosed format only. It is responsibility of the vendor to inform BHEL at least 7 days prior for carrying out inspection, along with all the relevant test certificates and internal test reports.</i> <i>Such inspection, examination and testing by itself shall not relieve the Seller/Contractor from any obligation under the Order/Contract.</i> <i>Penalty for items not ready after inspection call / failure during inspection: The expenses incurred by BHEL/Representative for travel, stay etc. shall be in vendor's account.</i> <i>No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate from BHEL-EPD Material Management Department irrespective of inspection categories.</i> <i>A detailed QAP for manufacturing & inspection shall be submitted by the vendor along with the offer.</i>
31.	Organization Chart	<i>The bidder shall submit the overall organization chart along with contact details/mobile no. of officials dealing with this contract package for engineering, supply, Quality, E&C and maintenance etc.</i> <i>Bidder shall furnish the reference list with contact number, including especially Indian customers, if any.</i>

GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor GSTN portal.

Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice or expiry of goods, whichever is later. (If (a) above could not be compiled).

In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/LBG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirement.

In case vendor delays declaring such invoice in their return & GST credit 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 be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

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.

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Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

LD against delay in executed work/supply in case of Termination of Contract

LD against delay in executed work/supply shall be calculated in line with LD clause of the contract 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.

Method for calculation of "LD against delay in executed work/supply" is given below.

i) 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

ii) Let the value of executed work/supply till the time of termination of contract= X

iii) 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

iv) Delay in executed work/supply attributable to contractor/supplier i.e. $T2 = (1 - \frac{X}{Y}) \times T1$

v) 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.

Note: Incase portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.

6. The following sequence shall be applicable for recoveries from contractor/ supplier on whom risk & cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery:

a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract.

b) Demand notice for deposit of balance recovery amount to be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above. In case it is expected that contractor/ supplier may approach court for obtaining stay against recovery of Risk & Cost, Caveat before Court of competent jurisdiction may be filed.

c) If contractor/ supplier fails to deposit the balance Risk & Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery:

i). Dues payable to contractor/ supplier against other contracts in the same Region/Unit shall be considered for recovery. The respective contractual conditions must contain a clause giving BHEL the right to set off amounts due under the respective contracts from payments outstanding from the other contract. It may be noted that payment against running bills for such other Contracts shall be released only against the specific approval of Unit Head .

MSME VENDORS ARE REQUESTED TO PROVIDE THE UAM NUMBER, FAILING WHICH SUCH BIDDERS WILL NOT BE ELIGIBLE FOR THE BENEFITS AS PER THE PUBLIC PROCUREMENT POLICY.