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BHARAT HEAVY ELECTRICALS LIMITED



SPECIAL CONDITIONS OF CONTRACT (SCC)

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SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-I: Bill Payments

1.0	Bill Payments
1.1	The consultant/agency shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month.
1.2	Mode of payment shall be as per relevant clauses of General Conditions of Contract
1.3	The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the consultant/agency to make his own arrangements for making timely payments towards their staffs, statutory payments, outstanding dues etc and other dues in the meanwhile.
1.4	BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Consultant to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats: Note: BHEL may also choose to release payment by other alternative modes as applicable
1.5	Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.

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2.0	Chapter – II:: Suspension of Business dealings
2.1	BHEL reserves the right to take action against Consultants who fail to perform or indulge in malpractices, by suspending business dealings with them.
2.2	Suspension could be in the form of ‘Hold’, ‘De-listing’ or ‘Banning’ a Consultant.
2.3	A bidder may be put on HOLD for a period of 6 months, for future tenders for specific works on the basis of one or more of the following reasons: a) Bidder does not honour his own offer or any of its conditions within the validity period. b) Bidder fails to respond against three consecutive enquires of BHEL. c) After placement of order, Bidder fails to execute a contract. d) Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence. e) Bidder's performance rating falls below 60% in specific category (more fully described in chapter ‘Performance Monitoring’) f) Bidder works are under strike/ lockout for a long period.
2.4	A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 year on the basis of one or more of the following reasons: - a) Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics. b) Bidder has substituted, damaged, failed to return, short returned or unauthorized disposed off materials/ documents/ drawings/ tools etc of BHEL. c) Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.
2.5	A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons: a) Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest. b) In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements. c) Bidder is found to be involved in cartel formation.

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	d) The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics. e) The Bidder is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. f) The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes. g) Bidder is found to have obtained Official Company information/ documentation by questionable means. h) Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.
2.6	Contracts already entered with a Consultant before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
2.7	All existing contracts with a 'BANNED' Consultant shall normally be short closed.
2.8	Once the order for suspension is passed, existing offers/new offers of the Consultant shall not be entertained.
2.9	The above guidelines are not exhaustive but enunciate broad principles governing action against Consultants
2.10	suspension of business dealing shall be as per latest guideline, please refer the site www.bhel.com , link is https://www.bhel.com/guidelines-suspension-business-dealings-suppliersconsultant/agencys .

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3.0	Chapter – III :: TAXES & DUTIES:
3.1	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. GST at the applicable rates shall be payable extra. SAC/HSN code is xxxxxx. However, the same shall not be paid if the input credit thereof is not available to BHEL due any reason attributable to the supplier/bidder. TDS under GST as and when applicable, shall be deducted at prevailing rates. GST as applicable on the LD/Penalty shall also be recoverable in addition to LD/Penalty applicable on delayed supplies. Bidders 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.
3.2	SERVICES (Consultancy services, E&C, Supervision of E&C, Civil Works etc.): Bidders have to issue GST compliant invoices showing: BHEL, State of _____ (State in which the project site is located) GSTIN of BHEL in such State (to be obtained by the bidders before raising any invoice) under "Details of Receiver (Billed To) BHEL's Customers details (mentioned in SCC/Dispatch Instructions) under "Details of Consignee (Shipped To) State in which the project is located, as the "Place of Supply". The invoices shall be raised within the time limit prescribed under the GST

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	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. Wherever the work executed is in more than one state, separate GST invoice for work done in each state shall be submitted by the bidders.
3.3	PAYMENT OF GST: 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: The bidder declaring the invoice in his GSTR-1 and Confirmation of payment of GST thereon by bidder on GSTN Portal. However, BHEL, at its discretion, may release the GST amount based on undertaking by the bidders 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 GSTIN Portal, the entire financial implication thereof on BHEL shall be recovered from the bidder.
3.4	PENALTY: In addition to the Penalty determined as per clause in GCC, GST on penalty is also recoverable.