

	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC)	SPV MODULES Revision No. 00
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Tender Ref: **12301578/PVM DT 07.05.2019**

These Conditions shall be read in conjunction with General Condition of Contract (GCC Rev R0) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

Terms & Conditions:		
1.	Type of Contract	Supply
2.	Consignee address	Consignee Name/address shall be confirmed prior to despatch.
3.	Buyer and Paying Authority	BHARAT HEAVY ELECTRICALS LIMITED – ELECTRIC & PHOTOVOLTAIC DIVISION
4.	Mode of Dispatch	By Road/Sea. Note: It is Vendor's responsibility to ensure availability of Trucks/ships schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. Part shipment is allowed. Transshipment is not allowed. It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.
5.	Price basis	Indigenous purchase – Firm, till the completion of contract. F.O.R. Site, inclusive of packing & forwarding charges and freight. Taxes and duties to be paid in line with GCC. The material is required to be delivered to the Solar Project Sites at - 1. SCCL Manuguru 2. SCCL Ramagundam 3. SCCL Yellandu 4. SCCL STPP Pegadapally. In the state of Telangana. Site allocation with quantity shall be informed prior to despatch. Foreign purchase: Firm, till the completion of contract. CFR – CHENNAI basis inclusive of testing, inspection, packing & forwarding & freight charges to be paid in line with GCC. Material to be dispatched by sea, on freight pre-paid basis including destination charges as per GCC Clause no. 8.

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6.	Transit Insurance	In BHEL Scope. Insurance details shall be informed along with the NIT / Purchase Order. Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR /BL copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent by email to the rita.bawa@newindia.co.in; radha.ramakrishnan@newindia.co.in & copy to the following : Email ID: ketan@bhel.in pradipcbaro@bhel.in Insurance Details:- 1. For export/import The New India Assurance Co. Ltd. Add: 301, 3rd floor, RG City Centre, LSC Block B, Lawrence Road, New Delhi, 110035. Policy number: 93000021180300000003 Period: 01/06/2018 – 31/05/2019 Email ID: rita.bawa@newindia.co.in; radha.ramakrishnan@newindia.co.in Tel: 011-27196505; Fax: 011-27196516 2. For Indigenous The New India Assurance Co. Ltd. Add: 301, 3rd floor, RG City Centre, LSC Block B, Lawrence Road, New Delhi, 110035. Policy no: 930000 211802 000 000 28 Period: 01/06/2018 – 31/05/2019 Email ID: rita.bawa@newindia.co.in; radha.ramakrishnan@newindia.co.in Tel: 011-27196505; Fax: 011-27196516
7.	Transportation from Chennai Port to SITE/ Unloading at Site/Insurance from Chennai Port to Site/ in case of imports	In the scope of BHEL-EPD
8.	Delivery	Completion of supply shall be within 45 DAYS from the date of Manufacturing Clearance in staggered manner.
9.	Payment terms	Clause no: 9.1 of GCC R0 to be read as follows:-

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		9.1 For Indigenous Purchase:- FOR SUPPLY OF ITEMS 9.1.1 (90%) 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 at site & subsequent to the receipt of complete documents as per order/contract. [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.] 9.1.2 Ten percent (10%) of basic price of materials supplied will be released along with payment of last lot on completion of supplies as per PO. Supplier to inform BHEL that supplies are completed. 9.2 For Foreign Purchase – Imports FOR SUPPLY OF ITEMS 9.2.1 90% of price of material supplied, as per PO, on CAD basis pro-rata within 70 days from the date of Bill of Lading on receipt of complete documents specified in PO at BHEL BANK. Respective bank charges to respective account. 9.2.2 Ten percent (10%) of price of materials supplied will be released along with payment of last lot on completion of supplies as per PO. Supplier to inform BHEL that supplies are completed. In case of Foreign bidders opting for payment through irrevocable and unconfirmed letter of credit, the same shall be opened by BHEL within 07 days from the request to do so by the vendor along with required details. For 90% of price of material supplied, the usance period for LC will be 120 days from the date of Bill of Lading (B/L) & Ten percent (10%) of price of materials supplied will be released along with payment of last lot on completion of supplies as per PO. LC opening/ negotiation/ confirmation charges will be to vendor's account.
10.	Guarantee Certificate	Applicable as per Technical Specification.
11.	Submission of Performance Bank Guarantee (PBG)	Not Applicable.
12.	Integrity Pact	Applicable.
13.	Taxes & Duties	Following will replace Clause no. 4.1 to 4.3 of GCC :



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**SPECIAL
CONDITIONS OF
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SPV MODULES

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GOODS & SERVICE TAX

Following conditions shall be fulfilled by seller /contractor for payment of GST (IGST/CGST&SGST).

- BHEL is in possession of a tax invoice or debit note issued by a Seller/contractor registered under GST Act, or such other taxpaying documents as may be prescribed.
- BHEL has received & accepted the goods or services or both.(For the purposes of this clause, it shall be deemed that the registered person has received the goods where the goods are delivered by the supplier to a recipient or any other person on the direction of such registered person, whether acting as an agent or otherwise, before or during movement of goods, either by way of transfer of documents of title to goods or otherwise;).
- The tax charged in respect of such supply has been actually paid to the Government, either in cash or through utilization of input tax credit admissible in respect of the said supply.

In case goods or services has been returned or rejected , As per Section 34(2) of CGST Act, credit note to be raised maximum by earliest of the following:

- September following the end of the financial year in which such supply was made, or
- The date of furnishing of the relevant annual return

seller/contactor declare Invoice in GSTR-1 and Receipt of goods and tax invoice by BHEL and Confirmation by seller/contactor of payment of GST thereon on GSTN portal

- In case GST credit is denied to BHEL due to non / delayed receipt of goods and /or tax invoice or expiry of time line prescribed by GST law for availing such ITC or any other reason not attributable to BHEL, GST amount shall be recoverable from seller / contractor along with interest levied/leviable (@ SBI base rate +6%) on BHEL through PBG or from the pending bills.
- In case seller / contractor delays declaring Invoice in his return and GST credit 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 seller / contractor along with interest levied/leviable (@ SBI base rate +6%) on BHEL through PBG or from the pending bills.

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14.	Quantity Splitting	BHEL reserves the right to split the order quantity to more than one bidder based on the ranking wherever the numbers of qualified responses (N) are more than three as below – 1. L-1 bidder 33,082.50 KW 2. L-2 bidder 21,553.75 KW 3. L-3 bidder 16,541.25 KW The load sharing is, however subject to acceptance of counter offer that is calculated with reference to the negotiated L1 price. The eligible vendors will be asked to match negotiated/ finalized L1 price. In case, any eligible vendor does not accept the counter offer, opportunity will be given to the next ranking vendor to eligible bidders for in the ratio as indicated above. If Reverse Auction is conducted, H1 bidders (Whose quote is highest in the initial ON LINE SEALED BID) will not be allowed to participate in the reverse auction, however they will be considered for load sharing if applicable at later stage. In case no other vendor accepts the counter offer of L-1 price the total 100% of the NIT quantity will be given to L-1 bidder. Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses. In case of 2 or 3 qualified bidders, the load sharing shall be as below – 1. L-1 bidder 38,095.00 KW 2. L-2 bidder 33,082.50 KW If after the issue of Purchase Order, bidder fails to execute the order, the un-supplied quantity will be ordered on the bidders as per the ranking in tender on acceptance of L-1 finalized rate.
3.	Preference to Make in India	For this procurement, Public Procurement (Preference to Make in India), order Dated 15.06.2017 & 28.05.2018 & subsequent orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.
4.	Purchase from SEZ in India	Purchase from SEZ in India shall be considered as Indigenous purchase for the purpose of Purchase Preference to Make in India Policy, Price Basis, Payment term & delivery terms. However, additional taxes, duties including Safe Guard Duty if any shall be considered while evaluating the bid.
5.	Evaluation	Following shall be considered for evaluation of bids : 1. INR 7,65,00,000.00 shall be loaded on quoted price in case of imports as local freight charges for transporting the modules from Chennai port to Site.

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		2. Safe Guard Duty up to the extent of INR 17,87,70,507.20 shall not be loaded in case of imports for the purpose of evaluation.
6.	Risk & Cost Clause	Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier. RISK & COST 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. 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

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		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: 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. 1. 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 2. Let the value of executed work/supply till the time of termination of contract= X 3. 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 4. Delay in executed work/supply attributable to contractor/supplier i.e. $T2 = (1 - X/Y) \times T1$ 5. 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.
7.	Document to be submitted for claiming payments in case of Imports	Following to be appended to the list of documents specified at clause no. 9.2.2 (under clause 9.1.2) of GCC R0 : • Insurance Policy to cover PV module power output warranty for 25 years from reputed third party insurance company (as per clause no. 3 & 4 of Technical specification no. SPV-SP1047-SPVM Rev 00) – in original.

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8.	Document to be submitted for claiming payments for indigenous supplies	Following to be appended to the list of documents specified at clause no. 9.2.2 (under clause 9.1.1) of GCC R0 : - Insurance Policy to cover PV module power output warranty for 25 years from reputed third party insurance company (as per clause no. 3 & 4 of Technical specification no. SPV-SP1047-SPVM Rev 00) – in original. - Clean receipted LR – in original. - Material Receipt Certificate (MRC) from site – in original.
9.	Organization Chart	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. immediately after receipt of PO.
10.	Conciliation	Conciliation clause shall be as per Annexure to Conciliation Clause.