

Tender Ref. No : 6000090275 Dated 08-07-2019

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.

1.	Type of Contract	Supply, installation & training to BHEL staff.
2.	Item / Work Description	Design, supply, installation, commissioning, technology and training for Compressed Air Network System as per Purchase Specification SPV-UT-002 Rev 00 Dated July 2019.
3.	Site Location	Bharat Heavy Electricals Limited Electric & Photovoltaic Division (Formerly known as Electroporcelains Division) Prof. C.N.R Rao Circle, Science Institute Post, Malleswaram Bengaluru-560012
4.	Consignee Details (Ship To) [To be mentioned in LR/BL/Suppliers' Invoice etc.]	Stores Incharge Bharat Heavy Electricals Limited Electric & Photovoltaic Division (Formerly known as Electroporcelains Division) Prof. C.N.R Rao Circle, Science Institute Post, Malleswaram Bengaluru-560012
5.	Buyer (Bill To) for Supply of Goods & Services	Bharat Heavy Electricals Limited Electric & Photovoltaic Division (Formerly known as Electroporcelains Division) Prof. C.N.R Rao Circle, Science Institute Post, Malleswaram Bengaluru-560012
6.	Buyer e-mail ID	himanshun@bhel.in , pradipcbaro@bhel.in , aknived@bhel.in
7.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
8.	Integrity Pact	Not Applicable
9.	Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of Rs. 1,50,000/- (Rupees One Lakh and Fifty Thousand Only), shall be submitted by the bidder along with Part-I (Techno-Commercial Bid) of the offer. EMD only in the following forms will be accepted: - Cash Deposit (as permissible under the extant Income Tax Act) (shall be paid before tender opening date). In such cases the proof of remittance to BHEL Bank to be to be submitted in separate envelope by the bidder along with Part-I (Techno-Commercial Bid) of the offer. - Pay Order / Demand Draft favoring BHEL payable at Bangalore (to be submitted in separate envelope along with Part-I (Techno-Commercial Bid) of the offer). - In case of foreign bidders e-payment is also accepted and in such cases the proof of remittance to BHEL Bank to be to be submitted in separate envelope by the bidder along with Part-I (Techno-Commercial Bid) of the offer. BHEL Bank Details: Refer clause no 11.1 of GCC Rev 0 Any offer not accompanied by an acceptable EMD, shall be rejected as being nonresponsive. EMD shall not carry any interest. EMD will be waived in the following cases on submission of required documents by:

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		a. Central / State – PSUs / Government Departments. b. Valid Micro and Small Enterprises under MSME. EMD by the tenderer will be forfeited, if the successful bidder/vendor refuse to honour the order after award of the same on him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms & conditions within the validity period. EMD given by unsuccessful bidder shall be refunded on acceptance of award/LOI/PO by the successful bidder. The EMD of successful bidder shall be refunded after submission of Contract Performance Bank Guarantee (CPBG).
10.	Price Basis	<u>For Supply and Technical Documents :</u> Indigenous Purchase: FIRM till completion of contract and F.O.R BHEL EPD Bengaluru basis inclusive of testing, inspection, packing & forwarding charges, freight charges, all taxes & duties except Goods & Service Tax (GST) to be paid in line with GCC & SCC. Foreign Purchase: FIRM till completion of contract and CFR – ICD, Bengaluru basis inclusive of testing, inspection, sea worthy packing & forwarding charges and freight charges to be paid in line with GCC & SCC. Material to be dispatched by sea/road, on freight pre-paid basis including destination charges as per GCC Clause no. 8 "Delivery Terms" and Clause 8.2.5. <u>For Installation / Erection and Commissioning (E&C) and Training:</u> FIRM till completion of contract. GST for Services required in case of foreign purchase as per GST rules shall be paid by BHEL on reversible charge basis. All the other applicable taxes including Income Taxes (TDS) as per Indian law shall be deducted from the payables & paid to Govt by BHEL.
11.	Insurance	Transit Insurance: In BHEL Scope. Prior to 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 dimensions & weights). A copy of above should be sent by email to rita.bawa@newindia.co.in with a copy to the following e-mail ID: himanshun@bhel.in, pradipcbaro@bhel.in Insurance Details: Insurance details shall be informed along with the Purchase Order. For export/import: The New India Assurance Co. Ltd. Address: ——— 301, 3rd floor, RG City Center, LSC Block-B,

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		Lawrence Road, New Delhi, 110035. Policy number: 93000021190300000003 Period: 01/06/2019 – 31/05/2020 e-mail ID: rita.bawa@newindia.co.in Tel: 011-27196505; Fax: 011-27196516 For Indigenous: The New India Assurance Co. Ltd. Address: 301, 3rd floor, RG City Center, LSC Block-B, Lawrence Road, New Delhi, 110035. Policy no: 93000021190200000013 Period: 01/06/2019 – 31/05/2020 e-mail ID: rita.bawa@newindia.co.in Tel: 011-27196505; Fax: 011-27196516 Insurance during Installation / Erection and Commissioning (E&C): Shall be in BHEL scope. Insurance detail will be provided by BHEL. Vendor to provide all necessary support/documents in case of any claim.
12.	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. It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.
13.	Transportation & Freight Charges	All dispatches shall be on freight pre-paid basis. For indigenous supplies, Road Permit/E-way bill, if required, to be arranged by Supplier.
14.	Transportation from ICD Bengaluru to EPD Bengaluru for Imports	In the scope of BHEL EPD
15.	Unloading at EPD Bengaluru	In the scope of BHEL EPD
16.	Delivery Schedule	Supply of Equipment: Completion within 16 weeks from the date of LOI/Purchase Order. Installation/ Erection & Commissioning (E&C): Completion within 23 weeks from the date of LOI/Purchase Order subjected to BHEL clearance.
17.	Payment Terms	Clause No: 9.1 of GCC R0 to be read as follows: - 9.1.1 For Supply of Equipment and Technical Documents: 9.1.1(a) For Indigenous Purchase: i. Eighty percent (80%) of basic price of the material supplied, as per PO, along with 100% taxes & duties (as applicable) and freight charges, shall be payable pro-rata, as per approved billing break-up, within 45 days from the date of receipt of goods and receipt of complete documents as specified in Clause No. 9.2.2 of GCC / PO subject to acceptance of materials.

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		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. Accordingly, 2% of basic value (Equivalent to 1% CGST + 1% SGST or 2% IGST/UTGST) will be deducted as TDS & TDS certificate shall be issued by BHEL in line with the latest amendment in GST Law. ii. Ten percent (10%) of basic price of the materials supplied shall be payable within 45 days from the date of successful installation/erection & commissioning and receipt of its joint certification by BHEL & Vendor. iii. Balance Ten percent (10%) of basic price of the materials supplied shall be payable within 45 days on successful training to BHEL staff, submission of technical documents and receipt of its joint certification, by BHEL & Vendor. 9.1.1 (b) For Foreign Purchase – Imports i. Eighty percent (80%) of basic price of the material supplied along with 100% of freight shall be payable pro-rata, as per approved billing break-up, on CAD basis, within 70 days from the date of receipt of documents as specified in Clause No. 9.2.2 of GCC / PO at BHEL Bank. ii. Ten percent (10%) of basic price of the material supplied shall be payable, on CAD basis, within 45 days from the date of successful installation/erection & commissioning and receipt of its joint certification, by BHEL & Vendor, at BHEL Bank. iii. Balance Ten percent (10%) of basic price of the material supplied shall be payable, on CAD basis, within 45 days on successful training to BHEL staff, submission of technical documents and receipt of its joint certification, by BHEL & Vendor, at BHEL Bank. 9.1.2 For Installation/ Erection & Commissioning (E&C) and Training: 9.1.2 (a) For Indigenous vendor: Hundred percent (100%) of installation/erection and commissioning charges shall be payable within 45 days from the date of successful completion of the activity and receipt of invoice along with its certification by BHEL & Vendor. 9.1.2 (b) For Foreign vendors: Hundred percent (100%) of installation/erection and commissioning charges shall be payable, on CAD basis, within 45 days from the date of successful completion of the activity and receipt of invoice along with its certification by BHEL & Vendor at BHEL Bank. Note: 1. In case of CAD, the respective bank charges to respective account.
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		2. 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. The usance period for LC will be 100 days from the date of Bill of Lading (B/L) for 9.1.1(b) and 75 days for 9.1.1(b) ii & iii , 9.1.2 (b). LC opening/ negotiation/ confirmation charges will be to vendor's account. 3. Any item or services directly sourced by the foreign vendor from India shall be paid in Indian Rupees only.
18.	Guarantee Period	For Material : 24 months from the date of arrival of materials at BHEL-EPD premises. Vendor shall arrange for replacement of material in case of any failure. For Workmanship : 18 months from the date of installation certificate signed by BHEL official. Any service required during the guarantee period shall be under the scope of vendor.
19.	Contract Performance Bank Guarantee	Irrespective of the order/contract value, 10% of Order/ Contract value (excluding taxes, duties & freight) will have to be submitted within 10 days from the issue of LOI/PO/Award of Work. All other terms will be as per clause no-11.0 of GCC.
20.	Taxes and Duties (Applicable only for indigenous purchase)	Clause No. 4.1 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. 4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract. 4.2 & 4.3 of GCC is not applicable.
21.	Other Taxes & Levies (Applicable only for indigenous purchase)	Clause No. 4.4 of GCC to be read as: 4.4 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. Antidumping duty, if any, shall be in the account of bidder and shall be included in their price. No separate payment shall be made by BHEL for the same.
22.	Customs Duty (Applicable only for indigenous purchase)	Clause No. 4.5 of GCC to be read as: 4.5 Customs Duty 4.5.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. 4.5.2 Seller/ 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

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		the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid.
23.	Direct Taxes (Applicable only for indigenous purchase)	Clause No. 4.6 of GCC to be read as: 4.6 Direct Taxes 4.6.1 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. 4.6.2 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.
24.	Statutory Variation (Applicable only for indigenous purchase)	Clause No. 5.0 of GCC to be read as: 5.0 Statutory Variation 5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex- works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule. 5.3 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.
25.	New Clause of GCC (Applicable only for indigenous purchase)	9.7 Other clauses - Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR (as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier works. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in SCC. - All payments against Tax Invoice to vendors/contractors shall be released only after: - Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. - The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. - Confirmation of payment of GST thereon by vendor on GSTN portal - In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL.

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		Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
26.	New Clauses of GCC (Applicable only for indigenous purchase)	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 ie 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. e) 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.
27.	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 x 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).

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		*(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 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 30work/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.
28.	Conciliation Clause	The Conciliation Scheme 2018 attached as <u>Annexure-A to NIT</u> shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.
29.	Preference to Make in India	This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated 15.06.2017 & 28.05.2018 issued by Govt. of India. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ POI WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower

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		percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."
30.	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.
31.	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, Quality, Supply, etc. immediately after receipt of PO.
32.	Note (Applicable only for indigenous purchase)	Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply. 1. 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 on GSTN Portal. 2. 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 and receipt of goods, whichever is later. [if (a) above could not be complied]. 3. 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/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements. 4. In case vendor delays declaring such invoice in his 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 to be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.

Encl.: Contract Performance Bank Guarantee Format

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