

 	ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	CALCINED ALUMINA SEC.47.0 Quantity – 560 MT
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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.	Scope of Supply	Supply of 560 MT of Calcined Alumina Specification Sec.47.0.
3.	Consignee address	STORES INCHARGE BHARAT HEAVY ELECTRICALS LIMITED ELECTRIC & PHOTOVOLTAIC DIVISION (FORMERLY KNOWN AS ELECTROPORCELAINS DIVISION) PROF. CNR RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012. Consignee address in LR should be strictly as per above.
4.	Buyer and Paying Authority	BHARAT HEAVY ELECTRICALS LIMITED, ELECTRIC & PHOTOVOLTAIC DIVISION (FORMERLY KNOWN AS ELECTROPORCELAINS DIVISION) , BANGALORE 560 012
5.	Mode of Dispatch	By SEA/ROAD. <u>Note:</u> 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.
6.	Price basis	Indigenous purchase – Firm, till the completion of contract. Ex-WORKS, inclusive of packing & forwarding charges and freight basis. Taxes and duties to be paid in line with GCC. Material to be dispatched on freight pre-paid basis to BHEL EPD. Foreign purchase: Firm, till the completion of contract. CFR – ICD BANGALORE 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 DELIVERY TERM & Clause 8.2.5 Firm, till the completion of contract.
7.	Unloading at EPD/Transportation from ICD – Bangalore	In the scope of BHEL-EPD BANGALORE SCOPE.

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8.	Staggered Delivery Schedule:--	Completion of supply shall be within 165 DAYS from P.O. Date (i) 1st lot of 25% of PO quantity within 45 days from the date of P.O./Manufacturing clearance. (ii) 2nd lot of 20% of PO quantity within 75 days from the date of P.O. /Manufacturing clearance. (iii) 3rd lot of 20% of PO quantity within 105 days from the date of P.O. /Manufacturing clearance. (iv) 4th lot of 20% of PO quantity within 135 days from the date of P.O. /Manufacturing clearance. (v) Remaining PO quantity within 165 days from the date of P.O. /Manufacturing clearance. Total supplies to be completed within 165 days from Purchase Order date.
9.	Payment terms	Clause no: 9.1 of GCC R0 to be read as follows:- 9.1 For Indigenous Purchase:- 9.1.1 100% 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 as per order/contract subject to acceptance of materials. 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) will be deducted as TDS & TDS certificate shall be issued by BHEL in line with the latest amendment in GST Law. 9.2 For Import Purchase:- 9.2.1 - 100% of price of material supplied as per P.O. on CAD through Bank on Pro-Rata Basis within 75 days from the date of Bill of Lading and on receipt of complete set of documents specified in Purchase Order at BHEL Bank. Note : 1. In case of CAD, the respective bank charges to respective account 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 105 days from the date of Bill of Lading (B/L). LC opening/ negotiation/ confirmation charges will be to vendor's account.
10.	Guarantee Certificate	Not applicable.
11.	Submission of Performance Bank Guarantee (PBG)	Not Applicable.

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12.	Integrity Pact	Not Applicable for this subject tender.
13.	MDCC	Not Applicable
14.	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: CGST/SGST/UTGST/IGST 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. 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. The purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB. 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.
15.	OTHER TAXES & LEVIES (Clause No. 4.4)	Clause No. 4.4 of GCC of GCC to be read as: 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.
16.	CUSTOMS DUTY (Clause No. 4.5 of GCC)	Clause No. 4.5 of GCC to be read as: CUSTOMS DUTY 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. 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 the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 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.
17.	DIRECT TAXES (Clause No. 4.6 of GCC)	Clause No. 4.6 of GCC to be read as: DIRECT TAXES

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		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.
18.	STATUTORY VARIATION (Clause No. 5.0 of GCC)	Clause No. 5.0 of GCC to be read as: STATUTORY VARIATION 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). 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. 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.
19.	Other Clauses of GCC	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.
20.	DOCUMENTS TO BE SUBMITTED BY VENDOR (Clause No. 9.2 of GCC)	Clause No. 9.2 of GCC to be read as: 9.2 DOCUMENTS TO BE SUBMITTED BY VENDOR (All Same) To be replaced with GST compliant Invoice Duty drawback documents as per applicable law (original+1 copy)
21.	Clause No. 16.2 of GCC	Clause No. 16.2 of GCC to be read as: 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 plus applicable GST 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 any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR/ e-way bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR/e-way bill date is beyond three months from the date of LR/e- way bill, such excess period shall also be considered for LD purpose. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)
22.	New Clauses of GCC	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) The bidder should have been registered with the appropriate authority under relevant GST laws. The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer 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.

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		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.
23.	Quantity Splitting	BHEL reserves the right to split the order quantity among L1 & L2 in the ratio of 60:40 respectively in case L2 bidder accept to supply as per L1 negotiated price. In case the L2 bidder do not agree to match L1 finalized rates, the counter offer will be extended to subsequent bidders. If no bidder accepts the counter offer for L2 share, whole quantity order will be placed on L1 bidder.
24.	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

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		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 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
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		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: In case portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.
25.	Not applicable Clauses of GCC Revision No. R0 Issued on 11.05.2017.	Following general clauses for E&C packages & Spares shall not be applicable in this contract/order. Clause nos. 6.2, 7.0, 9.1.3, 9.2.3, 11.0, 12.0, 14.0, 15.0, 18.0, 19.10, 20.0, 23.0, & 24.2 of GCC R0 of Page no. 1-28.
26.	Amendment to GST Law by Government of India – Section 51 of the CGST Act, 2017	As per GOI amended GST Law - Section 51 of the CGST Act 2017 wherein Government Agencies (PSU) has to deduct 2% GST TDS w.e.f. 1.10.2018. 1. Rule applicable for Individual Purchase Order value - Rs.2.50 Lakhs and above. 2. Rs.2.50 lakhs means only the basic value (EXCLUDING TAX AMOUNT). 3. If the vendor / Contractor is registered in Karnataka 2%(1% CGST + 1% SGST) will be recovered on the base value of invoice. 4. If the vendor / Contractor is registered outside Karnataka 2% IGST will be recovered on the base value of invoice. 5. The amount of TDS amount shall be deposited to Govt. account by 10th of the following month and Finance will file GST TDS return in GSTR-7 by the same date 6. TDS certificate will be issued to Vendor within 5 days of deposit.
27.	Public Procurement (Preference to Make in India) Order 2017 vide No P- 5021/2/2017-B.E.-II dated 15.06.2017	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/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.
28.	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. As mentioned in technical specifications. Bidder shall furnish the reference list with contact number, including especially Indian customers, if any.
29.	Conciliation Clause	The Conciliation Scheme 2018 attached as Annexure-A shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.

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30.	Evaluation Criteria	Evaluation for this tender shall be done on Unit Landed Cost per MT to BHEL EPD basis. Minimum bid quantity for this tender is 340 MT. The Bidders who are not able to quote for full tender quantity may participate in tender for lesser quantity, however minimum bid quantity for this tender is 340 MT. Bidders to mention their bidding quantity in Annexure-II & Unpriced Price Format. Same quantity shall be considered for placement of Purchase Order.
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