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 (Annual Rate Contract).
2.	Scope of the Contract	Supply of Cardboard Tubes as per Drawing No. 3 987 00 14700 CBT/00, for packing of Composite Insulators.
3.	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
4.	Buyer (Bill To) & Paying Authority.	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 e-mail ID	elan@bhel.in, aknived@bhel.in
6.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
7.	Integrity Pact	Not Applicable.
8.	Price Basis	FIRM till completion of contract. Ex-Works inclusive of testing, inspection, packing & forwarding charges, freight charges. Taxes & Duties shall be payable in line with GCC & SCC. All the other applicable taxes including Income Taxes (TDS) as per Indian law shall be deducted from the payables & paid to Govt. by BHEL.
9.	Delivery Terms	F.O.R Destination BHEL-EPD, Bengaluru.
10.	Mode of Dispatch	By Road/Rail. Note: It is Vendor's responsibility to ensure availability of Trucks/Trains 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.
11.	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 & ashutosh.gupta@newindia.co.in & copy to the following : Email ID: elan@bhel.in, aknived@bhel.in Insurance Details: 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: 93000021200200000016 Period: 01/06/2020 – 31/05/2021 Email ID: rita.bawa@newindia.co.in; ashutosh.gupta@newindia.co.in Tel: 011-27196505; Fax: 011-27196516
12.	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/Contractor.
13.	Unloading at BHEL EPD-Bengaluru	In the scope of Purchaser.
14.	Inspection, Acceptance & Rejection	The routine inspection & acceptance of material shall be done at BHEL-EPD, Bangalore as per the drawing. However BHEL reserves the right to make pre-dispatch inspection of materials at vendors place. The rejected lots should be lifted by the vendor on his own cost within 15 days' notice, failing which BHEL shall not be liable for the material. The material with treated as scrap and no further claim will be entertained at the plant thereafter.

(Seal and Sign of the Bidder)

15.	Delivery Schedule	Delivery shall be staggered and shall be be made within 15 days from the date of manufacturing clearance / purchase order issued by BHEL-EPD, Bengaluru.
16.	Payment Terms	Hundred percent (100%) 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, within 45 days from the date of receipt of goods and receipt of complete documents as per Purchase 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/UTGST) will be deducted as TDS & TDS certificate shall be issued by BHEL in line with the latest amendment in GST Law.
17.	Documents to be Submitted by Contractor for Claiming Payment	Clause No. 9.2.2 of GCC to be read as: a. Original GST complaint Invoice (Original for Buyer + 3 Copies). b. Consignee Copy of LR. c. Copy of Manufacturing Clearance / Purchase Order given by BHEL.
18.	Delivery Failure and Termination/ Liquidated Damages	The 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 undelivered portion per week or part thereof, subject to a maximum of ten (10) percent of the total order 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.
19.	Period of Rate Contract	The Rate Contract shall be valid for one year from the date of Contract or upto the delivery period of the last Manufacturing Clearance / Purchase Order issued within the year, whichever is later. The Rate Contract shall be extendable for one more year on the same rates terms and conditions with mutual consent.
20.	Quantity Variation	Applicable. Upto +/-10% of the Quantity mentioned in the Price Bid Format.
21.	Guarantee & Guarantee Certificate	Not Applicable.
22.	Contract Performance Guarantee	Not Applicable.
23.	Load Sharing	100% of the quantity will be on L-1 Vendor. Incase more than one vendor have L-1 ranking, the quantity will be distributed equally amoung such vendors.
24.	Taxes and Duties	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.
25.	Other Taxes & Levies	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 the Bidder and shall be included in their price. No

(Seal and Sign of the Bidder)

		separate payment shall be made by BHEL for the same.
26.	Customs Duty	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 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.
27.	Direct Taxes	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.
28.	Statutory Variation	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.
29.	New Clause of GCC	9.7 Other clauses 1. Supplier/Contractor will intimate & upload the Tax invoice along with LR/RR (as applicable) on web portal & intimate BHEL immediately on removal of goods from Supplier/Contractor works. In case of Services, Supplier/Contractor 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. 2. All payments against Tax Invoice to Supplier/Contractor shall be released only after: a) Supplier/Contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the Supplier/Contractor in the invoice should be matched with the details uploaded by Supplier/Contractor in GSTR-1. c) Confirmation of payment of GST thereon by Supplier/Contractor on GSTN portal 3. 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

(Seal and Sign of the Bidder)

		be recoverable from the Supplier/Contractor along with interest levied/leviable on BHEL. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall berecovered from the Supplier/Contractor.
30.	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 GSTlaws. 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. e) In the event of any change in the status of Supplier/Contractor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGSTwill be made. However, the Supplier/Contractor has to raise the invoice strictly, as per the law, by adjustingtheir ex-works price.
31.	New Clauses of GCC	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 Supplier/Contractor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by Supplier/Contractor on GSTN Portal. 2. Bank Guarantee of appropriate value may be obtained from Supplier/Contractor which shall be valid at least one month after the confirmation of payment date by Supplier/Contractor 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 Supplier/Contractor along with interest levied/BG of appropriate value may be obtained from Supplier/Contractor alternatively payment covering GST portion including interest thereon shall be release to Supplier/Contractor only upon completion of these requirements. In case Supplier/Contractor 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 Supplier/Contractor along with interest levied/leviable to be obtained from Supplier/Contractor alternatively payment covering GST portion including interest thereon shall be released to Supplier/Contractor only upon completion of these requirements.
32.	Risk & Cost Clause	Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: Supplier/Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Supplier/Contractor 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 Supplier/Contractor within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Supplier/Contractor. Termination of Contract on account of any other reason (s) attributable to Supplier/Contractor. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in

(Seal and Sign of the Bidder)

		termination of Contract or part thereof by BHEL. Non-compliance to any contractual condition or any other default attributable to Supplier/Contractor. 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 Supplier/Contractor 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 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 Supplier/Contractor. 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 Supplier/Contractor = 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 Supplier/Contractor and were planned for execution till termination of contract = Y 4. Delay in executed work/supply attributable to Supplier/Contractor i.e. T2=(1-X/Y) x T1 5. LD shall be calculated in line with LD clause of the Contract for the delay attributable to Supplier/Contractor taking "X" as Contract Value and "T2" as delay attributable to Supplier/Contractor. Note: Incase portion of work/supply is withdrawn; no LD shall be applicable for portion of work/supply withdrawn.
33.	Conciliation Clause	The Conciliation Scheme 2018 attached as Annexure-A to NIT shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.
34.	Provisions for MSE vendors	**PROVISONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)** Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor

(Seal and Sign of the Bidder)

		registration. Vendors have to submit any of the following documents along with the tender documents in the Part I / Technical bid cover to avail the applicable benefits. a. Valid NSIC certificate or b. Entrepreneur's Memorandum part II (EM II) certificate (deemed valid for 2 years). c. EM II certificate with CA certificate (in the prescribed format given in Annexure VIII) applicable for the year certifying that the investment in plant and machinery of the vendor is within permissible limits as per the MSME Act 2006 for relevant status where the deemed validity is over. d. Documents submitted for establishing the credentials of MSE vendors must be valid as on the date of Part I / technical bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Documents submitted after the Part I / Technical bid opening date will not be considered for this tender. **PURCHASE PREFERENCE FOR MSE VENDORS:** e. MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided. Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation. 1. The MSE vendor matches the L1 price. 2. L1 price is from a non MSE vendor. 3. L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band). 4. 25% of the 25% (i.e. 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled. 5. In case no vendor under SC / ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, in such cases the 6.25% quantity will be distributed among the other eligible MSE vendors who have participated in the tender. 6. Serial no. 1 to 5 will not be applicable wherever it is not possible to split the tendered quantity / items on account of customer contract requirement, or the items tendered are systems. Such information that tendered quantity will not be split will be indicated in the SCC.
35.	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 & 29.05.2019 issued by Govt. of India (copy enclosed). "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 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 percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable." Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links: https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf
36.	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 Purchase Order.

(Seal and Sign of the Bidder)