	ELECTRO-PORCELAINS DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	MINI FIRE TENDER WATER MIST

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**	STORES INCHARGE BHARAT HEAVY ELECTRICALS LIMITED ELECTROPORCELAINS DIVISION PROF. CNR RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012. Consignee address in LR should be strictly as per above.
3.	**Buyer and Paying Authority**	BHARAT HEAVY ELECTRICALS LIMITED - ELECTROPORCELAINS 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. 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. BHELEPD Bangalore, inclusive of packing & forwarding charges and freight. Taxes and duties to be paid in line with GCC. **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.

8.	**Unloading at EPD/ Transportation from ICD Bangalore to EPD in case of imports**	In BHEL SCOPE
9.	**Delivery**	Delivery shall be as follows:- Completion of supply within four week from the date of PO.
10.	**Payment terms**	80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 10% of PO value will be paid against certificate issued by BHEL and balance 10% on submission of Performance Bank

		Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format
11.	**Guarantee Period**	As per GCC
12.	**Submission of Performance Bank Guarantee (PBG)**	80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 10% of PO value will be paid against E&C certificate issued by BHEL and balance 10% on submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.
13.	**Integrity Pact**	Not Applicable.
14.	**Inspection**	At BHEL-EPD.
15.	**Organization Chart**	As Per GCC
16.	**Taxes**	**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 **Anti-profiteering clause**:

		• GST law has a provision that any reduction of rates in GST or the benefits of ITC shall be passed on to the recipient by way incommensurate reduction in price of goods/services. Hence, Bidder to ensure that benefit of reduction of rates in GST and benefit of ITC are being passed on by way of commensurate reduction in price of goods/services including capital goods. • Such benefit would accrue to vendors/contractors due to availability of ITC for interstate Supplies under GST which was not available in existing law due to CST credit not being available or ITC reversals under existing law for stock transfers, ITC reversals under Existing law on account of common credit etc. Further any element of taxes like Excise, VAT, CST, Service Tax, WCT, Entry Tax etc which are embedded into price of goods/services under contracts/PO/WO placed on vendors/contractors under existing law shall also be taken into account for working out the benefits and for seeking price reduction from contractors/vendors. • If required by purchaser, the seller / contractor will provide a certificate stating that CENVAT benefit has been availed of on the inputs and the same has been passed on to the purchaser. 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.
17.	**LATE DELIVERY CHARGES**	AS PER GCC R0