

 	ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	SPV RAW MATERIAL AL Frames & Corner Key,3.2mm, - 3,35,000 Sets
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Tender Ref: 1586/ALF DT 28.06.2019

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	STORES INCHARGE BHARAT HEAVY ELECTRICALS LIMITED ELECTRIC & PHOTOVOLTAIC 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 - ELECTRIC & PHOTOVOLTAIC DIVISION (Formerly known as 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. 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.
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 pradipbaro@bhel.in

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		Insurance Details:- 1. For export/import The New India Assurance Co. Ltd. Add: 301, 3rd floor, RG City Cente, LSC Block-B, Lawrence Road, New Delhi, 110035. Policy number: 930000 211903 000 00003 Period: 01/06/2019 - 31/05/2020 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 Cente, LSC Block-B, Lawrence Road, New Delhi, 110035. Policy no: 930000 211902 000 00013 Period: 01/06/2019 – 31/05/2020 Email ID: rita.bawa@newindia.co.in; radha.ramakrishnan@newindia.co.in Tel: 011-27196505; Fax: 011-27196516
7.	Unloading at EPD/ Transportation from ICD Bangalore to EPD in case of imports	In the scope of BHEL-EPD
8.	Delivery	Delivery shall be in staggered manner as follows:- Completion of supply shall be within 105 DAYS from the date of PO. First lot of 30% of PO quantity within 45 DAYS from the date of PO. Second lot of another 30% of PO quantity within 75 DAYS from the date of PO. Third lot of remaining PO quantity within 105 DAYS from the date of PO. Quantity tolerance of +/- 5% shall be acceptable for each lot except last lot. However, the total quantity shall not exceed PO quantity.
9.	Payment terms	Clause no: 9.1 of GCC R0 to be read as follows:- 9.1 For Indigenous Purchase:- FOR SUPPLY OF ITEMS (SI No. 1 of Price format) 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 & receipt of complete documents as per order/contract subject to acceptance of materials.

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		2% of basic value shall be deducted from payment as TDS & TDS Certificate shall be issued by BHEL, as per amendment in GST Law. GOI has 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. Kindly go thru the latest amendment in GST Law. 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. For THIRD PARTY INSPECTION CHARGES (SI No. 2 of Price format) 9.1.3 100% of TPI Charges shall be paid on pro-rata within 45 days from the date of BHEL CERTIFICATION against successful completion of inspection on receipt of original invoice and Certification document at BHEL. 9.2 For Foreign Purchase – Imports FOR SUPPLY OF ITEMS (SI No. 1 of Price format) 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. For THIRD PARTY INSPECTION CHARGES (SI No. 2 of Price format) 9.2.3 100% of TPI Charges shall be paid on CAD basis pro-rata within 45 days from the date of BHEL CERTIFICATION against successful completion of inspection on receipt of original invoice and Certification document at BHEL BANK. In case of Foreign bidders opting for payment through irrevocable and unconfirmed letter of credit, the same shall be opened by BHEL within 12 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	Not applicable.

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11.	Submission of Performance Bank Guarantee (PBG) & CEBG	Not Applicable.
12.	Integrity Pact	Applicable. Details of IEM are mentioned in NIT.
13.	Inspection Agency	1. A detailed QAP for manufacturing & inspection shall be submitted by the vendor along with the offer for BHEL Approval. 2. Vendor has to offer finished product to Third Party Inspection (TPI) & carry out acceptance test as per Approved QAP & submit the reports to BHEL for verification & obtaining Material Dispatch clearance certificate (MDCC). 3. Bidder shall quote the THIRD PARTY INSPECTION (TPI) charges in the price bid for the inspection by one of the third party agencies as follows: Fraunhofer, Intertek, UL, Lloyds, TUV, SGS, BVI, DNV, GEOCHEM, BASTUR. Evaluation shall be done including third party inspection charges. BHEL reserves the right to conduct inspection using bidder TPI. In case of non-usage of bidder TPI, TPI charges shall not be paid to supplier. 4. In case of BHEL inspection at vendor's works, Inspection call should be furnished in online portal http://cqir.bhel.in/Cqir/jsp/Masters/login.jsp (mandatory). It is responsibility of the vendor to inform BHEL at least 7 days prior for carrying out inspection, along with all the relevant test certificates and internal test reports. Such inspection, examination and testing by itself shall not relieve the Seller/Contractor from any obligation under the Order/Contract. Penalty for items not ready after inspection call / failure during inspection: The expenses incurred by BHEL/Representative for travel, stay etc. shall be in vendor's account. 5. No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate (MDCC) from BHEL-EPD Material Management Department irrespective of inspection categories. 6. In case of inspection by BHEL or BHEL Representative or Third Party Inspection arranged by the bidder, the item shall be packed in the presence & under seal of the inspector. BHEL reserves the right not to accept any package received without/tempered seal.
14.	Taxes & Duties	Following will replace Clause no. 4.1 to 4.3 of GCC : <u>GOODS & SERVICE TAX</u> 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

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		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. ❖ From Indian bidders payment; 2% of basic value shall be deducted from payment as TDS & TDS Certificate shall be issued by BHEL, as per amendment in GST Law. GOI has 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. Kindly go thru the latest amendment in GST Law.
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15.	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 lower bidders. If no bidder accepts the counter offer for L2 share, whole quantity order will be placed on L1 bidder. If after the issue of Purchase Order, bidder fails to execute the order, the unsupplied quantity will be ordered on the other bidders as per the ranking in tender on acceptance of L-1 finalized rate. <u>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.</u> <u>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.</u>
16.	Evaluation	Evaluation will be done on TRANCHE basis as described in NIT.
17.	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,

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		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 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: In case 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. - 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 - Let the value of executed work/supply till the time of termination of contract= X
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		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: In case portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.
18.	Document to be submitted for claiming payments	Following to be appended to the list of documents specified at clause no. 9.2.2 of GCC R0 : • Inspection call to BHEL for inspection of goods.
19.	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.

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ANNEXURE-I

(To be filled up by the Bidder)

Ref. No.:

Date :

M/s Bharat Heavy Electricals Ltd.,
Electroporcelains Division
Prof. CNR Rao Circle
Malleshwaram
Bangalore - 560012

Attention: Shri Ketan

Dear Sir,

- 1 Having examined the tender documents against your tender Enquiry No **1586/ALF dated 28.06.2019** and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with **Supply of Al. Frames & Corner Keys for SPV Modules-335,000 sets** (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us in your price schedule format and as per the indicated delivery schedule.
2. We also understand that the terms & conditions & technical specifications agreed in the tender shall remain same for both the tranches of supplies viz. Tranche – I & Tranche - 2.
3. We have annexed to this tender the following documents:-
Part-I (Techno Commercial Bid) - in a properly sealed cover (uploaded in website in case of e-procurement).
 - a) Complete Techno-Commercial Offer.
 - b) Un-priced copy of deviation sheet (cost of withdrawal) – Annexure-II
 - c) Un-priced copy of Price Schedule using format given by BHEL.
 - d) Any other documents (please specify).

Part-II (Price Bid along with Priced Annexure-II) - in a separate, properly sealed cover, in the format given by BHEL (uploaded in website in case of e-procurement).

Thanking you,

Yours faithfully,

(Signature of the bidder with Name, Designation and Company's Seal)