	ELECTRO-PORCELAINS DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	SPV RAW MATERIAL ARC GLASS – 5000 & 1500 NUMBERS

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. Material to be dispatched by sea, in case of exports by supplier on freight paid basis including destination charges as per GCC Clause no. 8 DELIVERY TERM & Clause 8.2.5.
5.	**Price basis**	**Indigenous purchase –** Firm, till the completion of contract. F.O.R. BHEL-EPD 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. Material to be dispatched by sea, in case of exports by supplier on freight 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 radha.ramakrishnan@newindia.co.in & copy to the following : Email ID: ketan@bhel.in pradipcbaro@bhel.in 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 no: 930000 211703 000 000 07 Period: 01/06/2017 – 31/05/2018 Email ID: radha.ramakrishnan@newindia.co.in Tel: 011-27196503 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 211702 000 000 12 Period: 01/06/2017 – 31/05/2018 Email ID: radha.ramakrishnan@newindia.co.in Tel: 011-27196503 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 as follows:- Completion of supply shall be within 30 days from the date of PO. In case of foreign supplier whole material to be supplied in one lot.
9.	**Payment terms**	As per GCC R0. In case of Foreign bidders opting for payment through irrevocable and unconfirmed letter of credit, the same shall be opened by BHEL within 04 days from the request to do so by the vendor along with required details.
10.	**Guarantee Certificate**	Not applicable.

11.	**Submission of Performance Bank Guarantee (PBG)**	Not Applicable.
12.	**Integrity Pact**	Not Applicable.
13.	**Inspection Agency**	Inspection call should be furnished in the enclosed format only. It is responsibility of the vendor to inform BHEL at least 4 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. 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. No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate from BHEL-EPD Material Management Department irrespective of inspection categories. A detailed QAP for manufacturing & inspection shall be submitted by the vendor along with the offer. Bidder shall quote the optional charges in the price bids for the inspection by a reputed third party agency (i.e.Fraunhofer/Intertek/UL/ Lloyds/TUV/SGS)
14.	**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. Bidder shall furnish the reference list with contact number, including especially Indian customers, if any.
15.	**Taxes**	**<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 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 bepassed 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 arebeing passed on by way of commensurate reduction in price of goods/servicesincluding capital goods.

- Such benefit would accrue to vendors/contractors due to availability of ITC for interstateSupplies under GST which was not available in existing law due to CST credit not beingavailable or ITC reversals under existing law for stock transfers, ITC reversals underExisting law on account of common credit etc.Further any element of taxes like Excise, VAT, CST, Service Tax, WCT, Entry Tax etcwhichare embedded into price of goods/services under contracts/PO/WO placed onvendors/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.
16.	**Evaluation**	**Evaluation will be done on overall package wise.**