SPECIAL CONDITIONS OF CONTRACT (SCC) (PART-C)

"SUPPLY OF 550 LITRES OF INHIBITOR (RODINE-213 SPECIAL AGROMORE OR EQUIVALENT"

BHARAT HEAVY ELECTRICALS LIMITED

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1.	**SCOPE OF WORK:** Supply of Inhibitor (Rodine-213 Special Agromore or Equivalent) to Construction Manager, BHEL-Site Office, R&M OF 5X200 MW Units, U#9 Turbine Floor, OBRA TPS, UPRVUNL, Obra Distt.: Sonebhadra, UP – 231219 on F.O.R. Destination Basis. Unloading of materials at Destination/ Site shall be in the BHEL's scope.
2	**PRICE BASIS:** Price in INR should be quoted for F.O.R destination delivery to BHEL-site office, R&M OF 5X200 MW Units, Obra Sonebhadra, UP – 231219 and inclusive of suitable packing in containers (not in bag) and forwarding and shall remain firm in all respect during the currency of the delivery period, inclusive of any extended delivery period and it shall not vary on any account.
3.	**EVALUATION CRITERIA**: Tender will be evaluated based On the Net Cost to BHEL on F.O.R basis, as indicated in Price Bid (PART – "E") of Tender subject to fulfilment of *Clause 10.5 of Instructions to bidders of General Conditions of Contract (GCC)*. However, order shall be placed on the Total F.O.R. Basis. **Clause 10.5 of Instructions to bidders of General Conditions of Contract (GCC):** Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation, where L1 price is from other than a MSE. In case of more than one such MSE fall under price band of L1+15% then MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %. **NOTE REGARDING PRICE BID (PART – "D"):** Bidders are requested to quote for each and every item as indicated above on F.O.R. Destination basis - all-inclusive price (i.e. inclusive of all taxes & Duties). No hidden charges shall be accepted (in the form of statements like on A/c. of BHEL/ in your account/unknown etc.), the same shall be construed as in account of Vendor /bidder and treated as "NIL" w.r.t. amount payable by BHEL.

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4	**TAXES & DUTIES**
4.1	Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.
	GST Shall be payable extra as per following :
4.2	Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable.
4.3	Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.
4.4	GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor : - a. Supply of goods and/or services have been received by BHEL. b. Original Tax Invoice has been submitted to BHEL. c. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.
4.5	TDS under GST laws as applicable shall be deducted. TDS/TCS under Income tax Act 1961 shall be deducted/payable, as applicable.
4.6	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
4.7	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.

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4.8	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
4.9	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.
4.10	**Variation in Taxes & Duties**: Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
4.11	**Modalities of Tax Incidence on BHEL:** Where GST law permits more than one option or methodology for discharging liability of tax / levy/duty, the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.
5	**DELIVERY:** Despatch of all material shall start after 10 days from the date of issuance of "dispatch instructions to vendor from indenter / site" subsequent to issuance of PO and delivery of material shall be completed within 30 days from the date of issuance of purchase order or within 20 days after despatch clearance from construction manager BHEL OBRA R&M site whichever is later.

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	NOTE: LR/ GR/ RR date (treated as the date of dispatch) shall also mean as date of Delivery for levying LD. However if date of receipt of material at destination is beyond ten (10) days from the date of LR, such excess period shall be considered for LD purpose.
6	**ROAD PERMIT:** E-way Bill shall be issued by Seller/Supplier.
7	**PACKING:** The material shall be properly packed in containers (not in bag) for suitable transportation and storage in open area in order to avoid losses of damage in transit, shall be dispatched by road. All packages must clearly be marked with the above supply order number and date and type of chemicals.
8	**INSPECTION:** Manufacturing Test Certificate/ Test Report required before despatch. Based on Test Certificate BHEL shall issue MDCC for despatch clearance. Testing of chemicals will be done at OBRA site at UNL lab in presence of supplier within 10 days of receipt of material at site. In case of any discrepancies, defective materials shall be replaced by the supplier without any extra cost.
9	**TRANSIT INSURANCE:** Supplier's Scope. The Material must be sent duly insured under intimation to Construction Manager BHEL Obra R&M site. All charges to be borne by Supplier.
10	**PAYMENT TERMS:** **(I)** 90% Payment along with 100% taxes and duties to be paid on receipt of all chemicals at site and after getting successful test results of all chemicals. **(II)** 10% payment after successful completion of total Chemical cleaning process or 60 days of successful testing of chemicals whichever is earlier.
11.	**BILLING DOCUMENTS/ DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL:** The documents required along with dispatch of materials are; **1.** Original Tax Invoice (As per Cl. No. 4 above). **2.** Copy of LR. **3.** Test Certificate. **4.** Material Dispatch Clearance Certificate issued by BHEL. **5.** MSDS. **6.** Shelf-life Certificate (shelf-life of chemicals should be atleast 12 months from the date of receipt at site.) The billing documents required for 90% payment are: **7.** SRV

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12.	**<u>CONSIGNEE/BILLING ADDRESS</u>:** Construction Manager, BHEL-Site Office, R&M OF 5X200 MW Units, U#9 Turbine Floor, OBRA TPS, UPRVUNL, Obra Distt.: Sonebhadra, UP – 231219.
13.	**<u>PAYING AUTHORITY</u>:** Construction Manager, BHEL-Site Office, R&M OF 5X200 MW Units, U#9 Turbine Floor, OBRA TPS, UPRVUNL, Obra, Distt.: Sonebhadra, UP – 231219.
14.	**<u>GUARANTEE / WARRANTY</u>:** The material supplied will be warranted against any manufacturing defects for 12 month (shelf-life of chemicals should be at least 12 months) from the date of receipt at site.
15.	**<u>SUB-CONTRACTING:</u>** Order / contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to any third party without prior written consent of the owner.