

	BHARAT HEAVY ELECTRICALS LIMITED ELECTRIC & PHOTOVOLTAIC DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00
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RFQ Ref: 6000089646 Dt 06-05-2019

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, Installation/ Erection Commissioning (E&C) and associated Services.
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
4.	Buyer IEC CODE/ GST No	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
5.	Buyer EMAIL ID	rameshks@bhel.in , himanshun@bhel.in , pradipcbaro@bhel.in
6.	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.
7.	Price basis	All the prices shall remain firm till the completion of contract. For Supply: Indigenous purchase –F.O.R. BHEL-EPD Bangalore, inclusive of packing & forwarding charges and freight. Taxes and duties to be paid in line with GCC & SCC. Foreign purchase: CFR – ICD BANGALORE basis inclusive of testing, inspection, packing & forwarding & freight charges to be paid in line with GCC & SCC. 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. For Installation/ Erection Commissioning (E&C): The total erection & commissioning charges quoted should be minimum 15% of the total quoted package price as detailed in Price Bid Format, failing which the break-up of prices shall be adjusted accordingly for ordering. GST for E&C (Services), foreign purchase, in case required as per GST rules shall be paid by BHEL on reversible charge basis. All the other applicable taxes including Income taxes (TDS) as per Indian law shall be deducted from the payables & paid to Govt by BHEL

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8.	Insurance	<u>Transit Insurance:</u> In BHEL Scope. 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 & copy to the following : Email ID: rameshks@bhel.in, himanshun@bhel.in, pradipcbaro@bhel.in, rcd@bhel.in Insurance Details:- The New India Assurance Co. Ltd. Add: 301, 3rd floor, RG City Cente, LSC Block-B, Lawrence Road, New Delhi, 110035. Email ID: rita.bawa@newindia.co.in Tel: 011-27196505 Fax: 011-27196516 1. For export/import Policy number: 93000021180300000003 Period: 01/06/2018 - 31/05/2019 2. For Indigenous Policy number: 93000021180200000028 Period: 01/06/2018 - 31/05/2019 <u>Insurance during Installation/ Erection & commissioning (E&C):</u> Shall be in BHEL scope. Insurance detail will be provided by BHEL. Vendor to provide all necessary support/ documents in case of any claim.
9.	Unloading at EPD/ Transportation from ICD Bangalore to EPD in case of imports	In the scope of BHEL-EPD
10.	Delivery	- Completion of Supply : Within 12 weeks from the date PO - For Installation/ Erection & commissioning (E&C): Within 12 weeks from the date of material receipt at BHEL-EPD and Site clearance for Installation/ Erection.
11	Terms of Payment	Clause no: 9.1 of GCC R0 to be read as follows:- 9.1 For Supply portion of Turnkey package : 9.1.1 For Indigenous Purchase:- a. 9.1.1.1 Seventy Eight percent (78%) 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. 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) will be deducted as TDS &



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TDS certificate shall be issued by BHEL in line with the latest amendment in GST Law.

- b. Ten percent (10%) of basic price of materials supplied will be released within 45 days from the date of successful commissioning of the Diesel Generator Set 1010 kVA & receipt of its joint certification by BHEL & Vendor.
- c. Balance ten percent (10%) of basic price of materials supplied will be released within 45 days on final acceptance of the Diesel Generator Set 1010 kVA and completion of full scale trial run and receipt of its joint certification by BHEL & Vendor.

9.1.2 For Foreign Purchase – Imports

- a. Eighty percent (80%) of basic price of material supplied along with 100% of freight shall be paid pro-rata on CAD basis within 70 days from the date of receipt of documents specified in the PO at BHEL bank.
- b. Ten percent (10%) of basic price of material supplied shall be paid on CAD basis within 45 days from the date of successful commissioning of the Diesel Generator Set 1010 kVA & receipt of its joint certification at BHEL bank.
- c. Balance Ten percent (10%) of basic price of material supplied shall be paid on CAD basis within 45 days on final acceptance of the Diesel Generator Set 1010 kVA and completion of full scale trial run and receipt of its joint certification at BHEL bank.

9.1.3 For Installation/ Erection & Commissioning (E&C) :

- a. For Indigenous vendor:** Hundred percent (100%) of E&C, Training & Documentation charges shall be paid within 45 days from the date of successful completion of the activity receipt of Invoice along with its certification by BHEL & Vendor.
- b. For Foreign vendors:** Hundred percent (100%) of E&C, Training & Documentation charges shall be paid on CAD basis within 45 days from the date of successful completion of the activity & receipt of Invoice along with its certification by BHEL & Vendor at BHEL bank.

In case final acceptance test is not conducted upto 12 months from the date of successful completion of E&C for the reasons not attributable to the vendor, the final 10% payment shall be released against bank guarantee of equivalent amount valid initially for 12 months & extendable till completion of final acceptance test. This BG will be in addition to the contract performance bank guarantee of 10% of the contract value.

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		Note : 1. In case of CAD, the respective bank charges to respective account 2. In case of foreign bidders opting for payment through irrevocable and unconfirmed letter of credit, the same shall be opened by BHEL within 07 days from the request to do so by the vendor along with required details. The usance period for LC will be 100 days from the date of Bill of Lading (B/L) for 9.1.2.a and 75 days 9.1.2.b, 9.1.2.c & 9.1.3.b LC opening/ negotiation/ confirmation charges will be to vendor's account.
12	Documents to be submitted	For Claiming payment (under clause 11.1.1) as per GCC clause 9.2.2
13	Guarantee Periods	12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.
14	Taxes	<u>GOODS & SERVICE TAX (For Indigenous suppliers)</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 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.

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		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.
15	Submission of Contract Performance Bank Guarantee (CPBG)	CPBG shall be submitted in line with clause 11.0 of GCC
16	Integrity Pact	Not Applicable.
17	Pre-Dispatch Inspection (PDI)	Pre-Dispatch Inspection (PDI) will be carried out by BHEL or its representative at supplier's work in line with QAP as per purchase specification attached. PDI call notice shall be given at least 4 weeks before the scheduled PDI date. <u>Penalty for items not ready after inspection call / failure during inspection:</u> In case the items for PDI are not ready on BHEL/ representative reaching the vendors works, the expenses incurred by BHEL/Representative for travel, stay etc. shall be in vendor's account. No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate (MDCC) 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.
18	LD CLAUSE	Following is appended to Clause 16.2.1 of GCC. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties & freight) if E&C completion of the package is delayed beyond the contractual completion date or extended thereof. Liquidated Damages will not be withheld from the supply payment.
19	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



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	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, 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: 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 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. 1. Let the time period from scheduled date of start of work till
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		termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= 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 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: Incase portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.
20	Public Procurement (Preference to Make in India) Order 2017 vide No P-45021/2/2017-B.E.-II dated 15.06.2017	For this procurement, Public Procurement (Preference to Make In India), order 2017 dated 15.06.2017 & 28.05.2018 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/PO/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.
21	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. As mentioned in technical specifications. Bidder shall furnish the reference list with contact number, including especially Indian customers, if any.
22	Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of ₹1,50,000/- (Rupees One Lakh Fifty Thousand only) shall be submitted along with the offer in favour of <u>M/s Bharat Heavy Electricals Ltd., Electric & Photovoltaic Division</u> payable at Bangalore. A) EMD is accepted only in the following forms: - Cash deposit as permissible under the extant Income Tax Act (before tender opening) - Electronic Fund Transfer credited in BHEL account (before tender opening) - Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) B) EMD by the Tenderer will be forfeited as per NIT conditions, if: - After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. - The Contractor fails to deposit the required Contract Performance Bank Guarantee (CPBG) or commence the work within the period as per LOI/ Contract. C) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. D) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

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		E) EMD shall not carry any interest. F) EMD of successful tenderer shall be returned after submission of Contract Performance Bank Guarantee (CPBG).
23	Conciliation Clause	The Conciliation Scheme 2018 attached as Annexure-A shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.