

 बी एच ई एल YEARS OF CELEBRATING THE KARATHA	ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)	SPECIAL CONDITIONS OF CONTRACT (SCC)	TENDER NO.: EP:MM:RC:PKG:IP:CLN:NP:19-20
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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.

1.	Type of Contract	Supply (Annual Rate Contract).
2.	Scope of Supply	Supply of Wooden Crates, Boxes and Planks as Purchase Specification, EL-PS-12-0004/00 Dated 9-9-2009. The Total Volume Requirement Comprising Of All Sizes OF Boxes Is Tentatively Estimated to 34,900-CFT (Thirty Four Thousand Nine Hundred cubic feet).
3.	Package Details	Wooden crates for Hollow Insulators (PKG-A) Wooden boxes for Hollow Insulators (Below 8 cft) (PKG-B) Wooden boxes for Hollow Insulators (Above 8 cft) (PKG-C) Wooden planks ¾" and 1" thick X 4" width X 5' long or more (PKG-D)
4.	Consignee Details (Ship To) [To be mentioned in LR/BL/Suppliers' Invoice etc.]	Stores Incharge Bharat Heavy Electricals Limited Electric & Photovoltaic Division (Formerly known as Electroporcelains Division) Prof. C.N.R Rao Circle, Science Institute Post, Malleswaram Bengaluru-560012
5.	Buyer (Bill To) & Paying Authority.	Bharat Heavy Electricals Limited Electric & Photovoltaic Division (Formerly known as Electroporcelains Division) Prof. C.N.R Rao Circle, Science Institute Post, Malleswaram Bengaluru-560012
6.	Buyer e-mail ID	elan@bhel.in, aknived@bhel.in
7.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
8.	Integrity Pact	Not Applicable
9.	Price Basis	FIRM till completion of contract. Ex-Works inclusive of testing, inspection, packing & forwarding charges, freight charges and taxes & duties to be paid in line with GCC & SCC.
10.	Delivery Terms	F.O.R Destination BHEL-EPD Stores, Bengaluru
11.	Mode of Dispatch	By Road/Rail. Note: It is Vendor's responsibility to ensure availability of Trucks/Trains 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.
12.	Transit Insurance	In BHEL scope. Prior to dispatch, information 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 dimensions & weights) etc. should be sent by email to elan@bhel.in Insurance details shall be informed along with the Purchase Order.
13.	Transportation & Freight Charges	All dispatches shall be on freight pre-paid basis. For indigenous supplies, Road Permit/E-way bill, if required, to be arranged by Supplier.
14.	Unloading at EPD Bengaluru	In the scope of BHEL EPD
15.	Inspection, Acceptance & Rejection.	The routine inspection & acceptance of material shall be done at BHEL-EPD, Bangalore as per the drawing. However BHEL reserves the right to make pre dispatch inspection of materials at vendors place. The rejected lots should be lifted by vendor on his own

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		cost within 15 days' notice, failing which BHEL shall not be liable for the material. The material with treated as scrap and no further claim will be entertained.
16.	Delivery Schedule	Delivery shall be as per the manufacturing clearance issued by BHEL. Delivery of the items shall be within 15 days from the date of manufacturing clearance issued by BHEL.
17.	Payment Terms	Hundred percent (100%) of basic price of the material supplied, as per PO, along with 100% taxes & duties (as applicable) and freight charges, shall be payable, pro-rata, within 45 days from the date of receipt of goods and receipt of complete documents as per Purchase 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/UTGST) will be deducted as TDS & TDS certificate shall be issued by BHEL in line with the latest amendment in GST Law. The invoice submitted by the indigenous vendor shall be GST compliant.
18.	Documents to be Submitted by Vendor for Claiming Payment.	Clause No. 9.2.2 of GCC to be read as : a. Original Invoice & Duplicate for Transporter b. Consignee Copy of LR c. Packing List (Drawing nos. as per Purchase Order) clearly showing the no. of boxes / crates d. Copy of manufacturing clearance / Purchase Order given by BHEL
19.	Load Sharing	For ranking the vendors as L-1, L-2, L-3, L-4 the basis will be lowest tender value arrived at with quoted prices based on the landed cost basis and tender quantity for each item is the basis. As far as possible, the loading on the load/order basis shall be made among 4 successful vendors in the ratio of 40:30:20:10, subject to acceptance of negotiated L1 rates. Finalized L1 rates will be counter offered to vendors. The vendors will have the option to either to accept L1 counter offered rate or reject. No other offer of the vendors will be entertained. However, if sufficient vendors are not accepting L1 rates, order will be distributed in following ratios. 40:30:20:10 among four successful vendors 50:30:20 among three successful vendors 60:40 among two successful vendors In case of more than one vendor having same ranking, the load share corresponding to the ranking and the next ones will be clubbed together and will be equally distributed among such vendors. In case, any eligible vendor does not accept the counter offer, opportunity will be given to the next ranking vendor. If no vendor is accepting L-1 rates, total 100% order will be given to L-1 Vendor only.
20.	Period of Rate Contract	The Rate Contract shall be valid for one year from the date of issue or up to the delivery period of the last manufacturing clearance issued within the year, whichever is later. The Rate Contract shall be extendable for one more year on the rates and terms and conditions with mutual consent.
21.	Guarantee Certificate	Not Applicable
22.	Contract Performance Bank Guarantee	Not Applicable

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23.	Taxes and Duties	Clause No. 4.1 of GCC to be read as : 4.1 CGST/SGST/UTGST/IGST 4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. 4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. 4.1.3 The purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB. 4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. 4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract. 4.2 & 4.3 of GCC is not applicable.
24.	Other Taxes & Levies	Clause No. 4.4 of GCC to be read as: 4.4 Other Taxes & Levies All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. Antidumping duty, if any, shall be in the account of bidder and shall be included in their price. No separate payment shall be made by BHEL for the same.
25.	Customs Duty	Clause No. 4.5 of GCC to be read as: 4.5 Customs Duty 4.5.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. 4.5.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid.
26.	Direct Taxes	Clause No. 4.6 of GCC to be read as: 4.6 Direct Taxes 4.6.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel. 4.6.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.
27.	Statutory Variation	Clause No. 5.0 of GCC to be read as: 5.0 Statutory Variation 5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual

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		completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule. 5.3 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.
28.	New Clause of GCC	9.7 Other clauses - Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR (as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier works. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in SCC. - All payments against Tax Invoice to vendors/contractors shall be released only after: - Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. - The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. - Confirmation of payment of GST thereon by vendor on GSTN portal - In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
29.	New Clauses of GCC	- In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN; code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price) - The bidder should have been registered with the appropriate authority under relevant GST laws. - The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer - No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax. - In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice

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		strictly, as per the law, by adjusting their ex-works price.
30.	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, 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

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		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 30work/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 - 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 - Delay in executed work/supply attributable to contractor/supplier i.e. T2=(1-X/Y) x T1 - 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.
31.	Conciliation Clause	The Conciliation Scheme 2018 attached as Annexure-A to NIT shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.
32.	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, Quality, Supply, etc. immediately after receipt of Purchase Order.
33.	Preference to Make in India	This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated 15.06.2017 & 28.05.2018 issued by Govt. of India. '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/ POI 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."
34.	Purchase from SEZ in India	Purchase from SEZ in India shall be considered as Indigenous purchase for the purpose of Purchase Preference to Make in India Policy, Price Basis, Payment term & delivery terms. However, additional taxes, duties including Safe Guard Duty if any shall be considered while evaluating the bid.
35.	Note	Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply. - GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor on GSTN Portal. - Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [if (a) above could not be complied]. - In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC,

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		or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements. 4. In case vendor delays declaring such invoice in his return & GST credit by BHEL 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 vendor/contractor along with interest levied/leviable to be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.
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