

	ELECTRO-PORCELAINS DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	CPBG MATERIAL
---	------------------------------------	---	----------------------

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.
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 to be paid in line with GCC. Foreign purchase: NOT APPLICABLE
6.	Transit Insurance	In BHEL Scope. Insurance details as follows Open Policy number : 93000021170200000012 Email id: radha.ramakrishnan@newindia.co.in 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 /AWB copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent by email to the following : a) upender.kumar@bhel.in b) pradipta@bhel.in
7.	Unloading at EPD/ Transportation from ICD Bangalore to EPD in case of imports	NOT APPLICABLE
8.	Delivery	Delivery shall be within 16 Weeks from CAT-A Approval.
9.	Payment terms	As per GCC R0.
10.	Guarantee Period	As per GCC R0
11.	Submission of Performance Bank Guarantee (PBG)	APPLICABLE as per GCC R0

	ELECTRO-PORCELAINS DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	CPBG MATERIAL
---	------------------------------------	---	----------------------

12.	Integrity Pact	NOT APPLICABLE.
13.	Details of IEM	NOT APPLICABLE.
14.	Inspection Agency	Inspection call should be furnished in the enclosed format only. 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. 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 (if applicable).
15.	Organization Chart	Not Applicable
16.	LATE DELIVERY CHARGES	AS PER GCC R0
17.	TAXES AND DUTIES (Clause No. 4.1, 4.2 & 4.3)	Clause No. 4.1, 4.2 & 4.3 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.
18.	OTHER TAXES & LEVIES (Clause No. 4.4)	Clause No. 4.4 of GCC of GCC to be read as: 4.2 OTHER TAXES & LEVIES 4.2.1 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.
19.	CUSTOMS DUTY (Clause No. 4.5 of GCC)	Clause No. 4.5 of GCC to be read as: 4.3 CUSTOMS DUTY 4.3.1 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.

	ELECTRO-PORCELAINS DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	CPBG MATERIAL
---	------------------------------------	---	----------------------

		4.3.2 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. 4.3.3 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.
20.	DIRECT TAXES (Clause No. 4.6 of GCC)	Clause No. 4.6 of GCC to be read as: 4.4 DIRECT TAXES 4.4.1 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. 4.4.2 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.
21.	STATUTORY VARIATION (Clause No. 5.0 of GCC)	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 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.3
22.	TRANSPORTATION & FREIGHT CHARGES (Clause No. 8 of GCC)	Clause No. 8 of GCC to be read as: 8.0 TRANSPORTATION & FREIGHT CHARGES 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road Permit/E-way bill, if required, will be arranged by Supplier.
23.	New Clause of GCC	9.8 Other clauses 1. 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. 2. All payments against Tax Invoice to vendors/contractors shall be released only after: a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched

	ELECTRO-PORCELAINS DIVISION	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	CPBG MATERIAL
---	------------------------------------	---	----------------------

		with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal 3. 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. 4. 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.
24.	DOCUMENTS TO BE SUBMITTED BY VENDOR (Clause No. 9.2 of GCC)	Clause No. 9.2 of GCC to be read as: 9.2 DOCUMENTS TO BE SUBMITTED BY VENDOR (All Same) (a) To be replaced with GST compliant Invoice (b) Duty drawback documents as per applicable law (original+1 copy)
25.	Clause No. 16.2 of GCC	Clause No. 16.2 of GCC to be read as: Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent plus applicable GST of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. 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 and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR/ away bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR/away bill date is beyond three months from the date of LR/e- way bill, such excess period shall also be considered for LD purpose. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)
26.	New Clauses of GCC	a) 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) b) The bidder should have been registered with the appropriate authority under relevant GST laws. c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer d) 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. e) 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 strictly, as per the law, by adjusting their ex-works price.