

 	ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	SPV MATERIAL TENDER REF : 12301976/BSS TITLE: BLANK SI# STICKER. Qty=2,76,000 Nos
---	---	--	---

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:

OUR UNIT NAME HAS CHANGED TO ELECTRIC & PHOTOVOLTAIC DIVISION FROM ELECTROPORCELAINS DIVISION W.E.F. 01.04.2019

1.	Type of Contract	SUPPLY
2.	Item Details	BLANK SI# STICKER. Qty=2,76,000 Nos
3.	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.
4.	Buyer and Paying Authority	BHARAT HEAVY ELECTRICALS LIMITED - ELECTRIC & PHOTOVOLTAIC DIVISION, BANGALORE. (Formerly known as Electroporcelains Division)
5.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
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. • Part shipment is allowed. • Transshipment is not allowed. • It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.
7.	Price basis	For Supplies: Indigenous purchase – Firm, till the completion of contract. Ex-WORKS, inclusive of packing & forwarding charges and freight basis. Taxes and duties to be paid in line with GCC. Material to be dispatched on freight pre-paid basis to BHEL EPD. 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, on freight pre-paid basis including destination charges as per GCC Clause no. 8 DELIVERY TERM & Clause 8.2.5. All the other applicable taxes including Income taxes (TDS) as per Indian law shall be deducted from the payables & paid to Govt. by BHEL. Tax Deduction at Source (TDS) shall be applicable on the Third Party Inspection Charges. Foreign Vendor shall provide Form 10F & Tax Resident Certificate for the same.
8.	Evaluation of Offer	On overall basis as per Cl. No. 19.0 of GCC.
9.	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 rita.bawa@newindia.co.in & ashutosh.gupta@newindia.co.in & copy to the following : Email ID: shyam16x@bhel.in;manjunath.rao@bhel.in; Insurance Details: For export/import: The New India Assurance Co. Ltd. Add: 301, 3rd floor, RG City Centre, LSC Block-B, Lawrence Road, New Delhi, 110035. Policy number: 93000021190300000003

 	ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	SPV MATERIAL TENDER REF : 12301976/BSS TITLE: BLANK SI# STICKER. Qty=2,76,000 Nos
---	---	---	--

		Period: 01/06/2019 - 31/05/2020 Email ID: rita.bawa@newindia.co.in; ashutosh.gupta@newindia.co.in Tel: 011-27196505; Fax: 011-27196516 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: 93000021190200000013 Period: 01/06/2019 – 31/05/2020 Email ID: rita.bawa@newindia.co.in; ashutosh.gupta@newindia.co.in Tel: 011-27196505; Fax: 011-27196516
10.	Unloading at EPD/ Transportation from ICD Bangalore to EPD in case of imports	In the scope of BHEL.
11.	Delivery Period	Delivery shall be in staggered manner as follows: Completion of supply shall be within 60 DAYS from the date of PO First lot of 50% of PO quantity within 30 DAYS from the date of PO. Second lot of remaining quantity within 60 DAYS from the date of PO Quantity tolerance of +/- 2% shall be acceptable for each lot except last lot. However, the total quantity shall not exceed PO quantity
12.	Payment terms	Clause no: 9.1 of GCC R0 to be read as follows:- 9.1 For Indigenous Purchase:- FOR SUPPLY OF ITEMS (SI No. 1 of Price format) 9.1.1 88% 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. 2% of basic value shall be deducted from payment as TDS & TDS Certificate shall be issued by BHEL, as per amendment in GST Law. GOI has amended GST Law - Section 51 of the CGST Act 2017 wherein Government Agencies (PSU) has to deduct 2% GST TDS w.e.f. 01.10.2018. Kindly go thru the latest amendment in GST Law. 9.1.2 Ten Percent (10%) of basic price of material supplied will be released along with the payment of the last lot on completion of supplies as per PO. Supplier to inform a BHEL that supplies are completed. a. For Foreign Purchase – Imports FOR SUPPLY OF ITEMS (SI No. 1 of Price format) i. 90% of price of material supplied, as per PO, on CAD basis pro-rata within 70 days from the date of Bill of Lading on receipt of complete documents specified in PO at BHEL BANK. Respective bank charges to respective account. ii. Ten Percent (10%) of basic price of material supplied will be released along with the payment of the last lot on completion of supplies as per PO. Supplier to inform a BHEL that supplies are completed.
13.	Document to be submitted for claiming payments	Following to be appended to the list of documents specified at clause no. 9.2.2 of GCC R0 : • LR/BL/AWB • Packing List • Invoice (Original + Copy) • Delivery challan (If required) The invoice submitted by the indigenous vendor shall be GST compliant.
14.	Guarantee Certificate	Not Applicable
15.	Submission of Contract Performance Bank Guarantee	Not Applicable
16.	Integrity Pact	Not Applicable

 	ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	SPV MATERIAL TENDER REF : 12301976/BSS TITLE: BLANK SI# STICKER. Qty=2,76,000 Nos
---	---	--	---

17.	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, etc. immediately after receipt of PO.
18.	Late Delivery Charges	AS PER GCC R0 Cl 16.2
19.	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 (copy enclosed). "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."
20.	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.
21.	Inspection	At BHEL
22.	TAXES AND DUTIES (Clause No. 4.1, 4.2 & 4.3) (Applicable only for Indian Bidders)	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.
23.	OTHER TAXES & LEVIES (Clause No. 4.4) (Applicable only for Indian Bidders)	Clause No. 4.4 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.
24.	CUSTOMS DUTY (Clause No. 4.5 of GCC) (Applicable only for Indian Bidders)	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. 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.

 	ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	SPV MATERIAL TENDER REF : 12301976/BSS TITLE: BLANK SI# STICKER. Qty=2,76,000 Nos
---	---	---	--

25.	DIRECT TAXES (Clause No. 4.6 of GCC) (Applicable only for Indian Bidders)	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.
26.	STATUTORY VARIATION (Clause No. 5.0 of GCC) (Applicable only for Indian Bidders)	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
27.	New Clause of GCC (Applicable only for Indian Bidders)	9.7 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 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. 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.
28.	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)
29.	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.

 	ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	SPV MATERIAL TENDER REF : 12301976/BSS TITLE: BLANK SI# STICKER. Qty=2,76,000 Nos
---	---	--	---

		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/ Eway 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/Eway 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)
30.	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.
31.	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

 	ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	SPV MATERIAL TENDER REF : 12301976/BSS TITLE: BLANK SI# STICKER. Qty=2,76,000 Nos
---	---	---	--

		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 30work/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 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.
32.	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. 1. 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. 2. 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]. 3. 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, 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.be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion

 	ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	SPV MATERIAL TENDER REF : 12301976/BSS TITLE: BLANK SI# STICKER. Qty=2,76,000 Nos
---	--	---	--

		of these requirements.
33.	Conciliation Clause	The Conciliation Scheme 2018 attached as <u>Annexure-A</u> shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.
34.	Provisions for MSE vendors	BHEL wishes to encourage the participation of Micro and Small scale enterprises (M&SE). Kindly, submit the latest UAM certificate for Micro & Small enterprises (M&SE) and for the SC/ST ownership. As per the act for relevant status (Micro or Medium) M&SE suppliers who have submitted their UAM number ONLY can avail the intended benefits. Purchase Preference for MSE (Micro and Small Enterprises) Vendors: MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided; - The MSE vendor matches the L1 price. - L1 price is from a non MSE vendor. - L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band). 25% of the 25% (i.e. 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled. - In case no vendor under SC / ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, in such cases the 6.25% quantity will be distributed among the other eligible MSE vendors who have participated in the tender. Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation. Serial no. a to e will not be applicable wherever it is not possible to split the tendered quantity / items on account of customer contract requirement, or the items tendered are systems. Such information that tendered quantity will not be split will be indicated in the SCC.
35.	Fraud Prevention Policy	The Bidder along with its associate/ collaborators/ sub-contractors/ subvendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
36.	Arbitration Clause	Settlement of dispute, if any arises, at any time between the BHEL and the vendors upon or in relation to or in connection with the vendor, the same shall be referred to the sole arbitration of the head of BHEL unit or to person appointed by him. The award of the arbitrator shall be final and binding on both BHEL and the vendor.
37.	Legal Jurisdiction	In case of any legal proceedings, area of jurisdiction will be Bangalore in case of EPD.
38.	Validity of Rates	Bid, including Prices, should be valid at least for 90 days from the opening of price bid or till the completion of supply whichever is later.