
	<b>ELECTRO-PORCELAINS DIVISION</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b> <b>Revision No. 00</b>	<b>SPV RAW MATERIAL</b> <b>AL FRAMES &amp; CORNER BLOCK – 1,52,190 SETS</b>
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**Tender Ref: 12300590/ALF DT 19.06.2018**


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.

<b>Terms &amp; Conditions:</b>		
1.	<b>Type of Contract</b>	Supply
2.	<b>Consignee address</b>	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.	<b>Buyer and Paying Authority</b>	BHARAT HEAVY ELECTRICALS LIMITED - ELECTROPORCELAINS DIVISION
1.	<b>GST NO:</b>	29AAACB4146P1ZB
2.	<b>IEC CODE</b>	0588138690
3.	<b>EMAIL ID</b>	<a href="mailto:pradipcbaro@bhel.in">pradipcbaro@bhel.in</a> <a href="mailto:ketan@bhel.in">ketan@bhel.in</a>
4.	<b>Mode of Dispatch</b>	<b>By Road/Sea.</b> 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.	<b>Price basis</b>	<b>Indigenous purchase</b> – Firm, till the completion of contract. F.O.R. BHEL-EPD Bangalore, inclusive of packing & forwarding charges and freight. Taxes and duties to be paid in line with GCC. <b>Foreign purchase:</b> 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, 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.

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6.	<b>Transit Insurance</b>	<p>In BHEL Scope. Insurance details shall be informed along with the NIT / Purchase Order.</p> <p>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 <a href="mailto:radha.ramakrishnan@newindia.co.in">radha.ramakrishnan@newindia.co.in</a> &amp; copy to the following : Email ID: <a href="mailto:ketan@bhel.in">ketan@bhel.in</a> <a href="mailto:pradipcbaro@bhel.in">pradipcbaro@bhel.in</a></p> <p>Insurance Details:-</p> <p>1. For export/import <b>The New India Assurance Co. Ltd.</b> <b>Add: 301, 3<sup>rd</sup> floor, RG City Cente, LSC Block-B, Lawrence Road, New Delhi, 110035.</b> Policy no: 930000 211703 000 000 07 Period: 01/06/2017 – 31/05/2018 Email ID: <a href="mailto:radha.ramakrishnan@newindia.co.in">radha.ramakrishnan@newindia.co.in</a> Tel: 011-27196503 Fax: 011-27196516</p> <p>2. For Indigenous <b>The New India Assurance Co. Ltd.</b> <b>Add: 301, 3<sup>rd</sup> floor, RG City Cente, LSC Block-B, Lawrence Road, New Delhi, 110035.</b> Policy no: 930000 211702 000 000 12 Period: 01/06/2017 – 31/05/2018 Email ID: <a href="mailto:radha.ramakrishnan@newindia.co.in">radha.ramakrishnan@newindia.co.in</a> Tel: 011-27196503 Fax: 011-27196516</p>
7.	<b>Unloading at EPD/ Transportation from ICD Bangalore to EPD in case of imports</b>	<p>In the scope of <b>BHEL-EPD</b></p>
8.	<b>Delivery</b>	<p>Delivery shall be in staggered manner as follows:- Completion of supply shall be within 03 MONTHS from the date of PO. 30% of PO quantity within one month from the date of PO. 60% of PO quantity within two months from the date of PO. Remaining 40% of PO quantity within three months 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.</p>
9.	<b>Payment terms</b>	<p>Clause no: 9.1 of GCC R0 to be read as follows:-</p>

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		<p><b>9.1 For Indigenous Purchase:-</b>  9.1.1 100% of basic price of material supplied, as per PO, along with 100% taxes &amp; duties (as applicable) &amp; freight charges, shall be paid on pro-rata basis within 45 days from the date of receipt of goods &amp; receipt of complete documents as per order/contract subject to acceptance of materials.</p> <p><b>9.2 For Foreign Purchase – Imports</b>  9.2.1 100% 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.</p> <p>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).  All LC opening/ negotiation/ confirmation charges will be to vendor's account.</p>
10.	<b>Guarantee Certificate</b>	Not applicable.
11.	<b>Submission of Performance Bank Guarantee (PBG)</b>	Not Applicable.
12.	<b>Integrity Pact</b>	<b>Applicable.</b>
13.	<b>Inspection Agency</b>	<p>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.</p> <p>Such inspection, examination and testing by itself shall not relieve the Seller/Contractor from any obligation under the Order/Contract.</p> <p>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.</p> <p>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 &amp; under seal of the inspector. BHEL reserves the right not to accept any package received without/tempered seal.</p> <p>No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate from BHEL-EPD Material Management Department irrespective of inspection categories.</p>

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		<p>A detailed QAP for manufacturing &amp; inspection shall be submitted by the vendor along with the offer.</p> <p>Bidder shall quote the optional charges in the price bids for the inspection by a reputed third party agency (i.e. Fraunhofer/Intertek/UL/ Lloyds/TUV/SGS)</p>
14.	<b>Organization Chart</b>	<p>The bidder shall submit the overall organization chart along with <b>contact details/mobile no. of officials</b> dealing with this contract package for engineering, supply, Quality, E&amp;C and maintenance etc.</p> <p>Bidder shall furnish the reference list with contact number, including especially Indian customers, if any.</p>
15.	<b>Taxes</b>	<p><b><u>GOODS &amp; SERVICE TAX</u></b></p> <p>Following conditions shall be fulfilled by seller /contractor for payment of GST (IGST/CGST&amp;SGST).</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• BHEL has received &amp; 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;).</li> <li>• 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.</li> </ul> <p>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:</p> <ul style="list-style-type: none"> <li>• September following the end of the financial year in which such supply was made, or</li> <li>• The date of furnishing of the relevant annual return</li> </ul> <p>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</p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>

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		<ul style="list-style-type: none"> <li>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.</li> </ul>
16.	<b>Quantity Splitting</b>	<p>BHEL reserves the right to split the order quantity among L1, L2 &amp; L3 in the ratio of 45:30:25 respectively in case L2&amp; L3 bidders accept to supply as per L1 negotiated price. In case the L2/L3 bidder does not agree to match L1 finalized rates, the counter offer will be extended to subsequent lower bidders.</p> <p>If no bidder accepts the counter offer for L2 &amp; L3 share, whole quantity order will be placed on L1 bidder.</p> <p>However, if L-1 bidder is not from local supplier, for 50% of order quantity preference to Indian suppliers meeting Local content &amp; falling within margin of purchase preference, shall be given for placement of orders, as per Govt. of India order no: <b>P-45021/2/2017-B.E.-II DT 15.05.2017</b> (<i>copy enclosed with tender documents</i>).</p> <p>If after receiving PO; bidder fails to execute the order, bidder will be black listed/banned/hold by BHEL &amp; any future offer from bidder will not be accepted by BHEL. The un-supplied quantity will be offered to subsequent bidder at L-1 finalized rate. If no bidder accepts the counter offer; the order for un-supplied quantity will be placed on L-1 bidder.</p>
17.	<b>Evaluation</b>	<p><b>Evaluation will be done on overall package wise on landed cost to BHEL</b>  <b>Prices will remain firm till completion of contract.</b></p>
18.	<b>Risk &amp; Cost Clause</b>	<p>Risk &amp; Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:</p> <p>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.</p> <p>Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</p> <p>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.</p> <p>Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.</p> <p>Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p>

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	<p>Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.</p> <p><b>RISK &amp; COST</b>  Risk and Cost against Balance Work:</p> <p>Risk &amp; 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 &amp; ORC, if any.  H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>*(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 &amp; 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.</p> <p>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 &amp; 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.</p> <p>Method for calculation of "LD against delay in executed work/supply" is given below.</p>
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		<ol style="list-style-type: none"> <li>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</li> <li>2. Let the value of executed work/supply till the time of termination of contract= X</li> <li>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</li> <li>4. Delay in executed work/supply attributable to contractor/supplier i.e. <math>T2=(1-X/Y) \times T1</math></li> <li>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.</li> </ol> <p>Note: In case portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.</p>
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