

	<b>SOLAR BUSINESS DIVISION (SBD)</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00</b>	<b>TENDER NO. ARC/SHBINS0002</b> <b>Rate Contract for Supply of HTV Silicone Compound</b>
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These Conditions shall be read in conjunction with General Condition of Contract (GCC Rev R0) enclosed along with tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

The name of our Plant/ Unit may please be read as SOLAR BUSINESS DIVISION (SBD) as it was changed from ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)



1.	Type of Contract	Annual Rate Contract for supply of HTV Silicon Compound to BHEL Bangalore
2.	Item Details	<b>HTV Silicone Compound as per BHEL Specification EL-CI-SC-01 Rev.02</b> <b>Total requirement 500 MT.</b>
3.	Consignee address	STORES INCHARGE BHARAT HEAVY ELECTRICALS LIMITED SOLAR BUSINESS DIVISION (SBD) FORMERLY KNOWN AS ELECTRIC & PHOTOVOLTAIC DIVISION (EPD) 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 - SOLAR BUSINESS DIVISION (SBD), BANGALORE. (Formerly known as ELECTRIC & PHOTOVOLTAIC DIVISION)
5.	Buyer IEC CODE / GST No. / Corporate Identification Number (CIN)	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB / CIN L74899DL1964GOI004281
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. <ul style="list-style-type: none"> <li>Part shipment is allowed.</li> <li>Transshipment is not allowed.</li> </ul> It is also the vendor's responsibility to ensure material is dispatched through shortest possible route. <b>By ROAD/SEA</b>
7.	Price basis	<b><u>Indigenous purchase: -</u></b> Price to be quoted on Ex-WORKS, inclusive of packing & forwarding charges. Taxes and duties to be paid in line with GCC. Material to be dispatched on freight pre-paid basis to BHEL SBD. Price to be quoted as per attached format (Unpriced Price Bid). Insurance is in the scope of vendor. <b><u>Foreign purchase:-</u></b> Price to be quoted as per attached format (Price Bid) for below: - On CIF-ICD, Bangalore basis - Insurance is in the scope of vendor. All the other applicable taxes including Income taxes (TDS) as per prevailing Indian law shall be deducted from the payables & paid to Govt. by BHEL. Tax Deduction at Source (TDS) shall be applicable on Third Party Inspection Charges. Foreign Vendor shall provide Form 10F & Tax Residence Certificate the same.
8.	Evaluation of Offer	On Overall basis as per Cl. No. 19.0 of GCC (Instructions to bidders). Any new taxes/ duties structure as and when implemented by the Government shall become applicable & evaluation shall be done based on the new taxes/ duties structure.
9.	Price Variation	Not Applicable. Prices shall be firm and valid till the completion of Rate contract.

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10.	Change of Scope	<p>In case of <b>changes in scope of the tender</b> and/ or technical specifications and commercial terms &amp; conditions by BHEL during techno commercial evaluation and before Price bid Opening, the same will be communicated only to the bidders who have participated in the tender.</p> <p>The techno-commercially qualified bidders shall be asked to submit Impact Price bid, as applicable.</p>
11.	Quantity Splitting	<p><b>Quantity splitting among L1:L2 shall be 70:30 subject to acceptance of L1 price by L2 vendor</b></p>
12.	Quantity Variation	<p>Based on BHEL's requirement, the quantity shall vary <math>\pm</math> 30% of the tender quantity.</p>
13.	Reverse Auction	<p>"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on (www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders.</p> <p>Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."</p> <p>Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.</p>
14.	Delivery Period	<p><b>45 Days from PO Date and monthly requirement shall be 40 MT. LR / BL Date shall be considered as delivery date for the purposes of calculation of LD / Penalty Clause.</b></p>
15.	Transit Insurance	<p>In Scope of Vendor</p>
16.	Unloading at SBD/ Transportation from KIA / ICD Bangalore to SBD in case of imports	<p>In the scope of BHEL.</p>
17.	Payment terms	<p>Clause no: 9.1 of GCC R0 to be read as follows:-  <b>9.1 FOR INDIGENOUS PURCHASE:-</b>  <b>FOR SUPPLY OF ITEMS ( SI No. 1 of Price format)</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 90 days (For Micro and Small Enterprises-45days; Medium enterprises 60 days) from the date of receipt of goods &amp; receipt of complete documents as per order/contract subject to acceptance of materials.  2% of basic value shall be deducted from payment as TDS &amp; 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.</p> <p><b>For THIRD PARTY INSPECTION CHARGES</b>  9.1.3 100% of TPI Charges shall be paid on pro-rata within 90 days (For Micro and Small Enterprises-45days; Medium enterprises 60 days) from the date of BHEL CERTIFICATION against successful completion of inspection on receipt of original invoice and Certification document at BHEL.</p> <p><b>a. FOR FOREIGN PURCHASE – IMPORTS</b>  <b>FOR SUPPLY OF ITEMS ( SI No. 1 of Price format)</b></p>

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		<p>i. 100% of price of material supplied, as per PO, on CAD basis pro-rata within 90 <b>days</b> 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><b>For THIRD PARTY INSPECTION CHARGES:</b> 9.2.3 100% of TPI Charges shall be paid on CAD basis pro-rata within 45 days from the date of BHEL CERTIFICATION against successful completion of inspection on receipt of original invoice and Certification document at BHEL BANK.</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 07-10 days from the request to do so by the vendor along with required details. For 100% of price of material supplied, the usance period for LC will be 120 <b>days</b> from the date of Bill of Lading (B/L)/AWB  <b>LC opening/ negotiation/ confirmation charges will be to vendor's account.</b></p>
18.	Document to be submitted for claiming payments	<p>Cl (a) of Clause no. 9.2.2 of GCC R0 to be read  The invoice submitted by the Indigenous vendor shall be GST compliant.  Following to be appended to the list of documents specified at clause no. 9.2.2 of GCC R0 :</p> <ul style="list-style-type: none"> <li>• Inspection call to BHEL for Inspection of goods.</li> <li>• BL/AWB/ Delivery challan (If applicable).</li> </ul> <p>Note:  Supplier shall ensure that non-negotiable documents for LC reaches the Issuing Banks / BHEL (in case of CAD) well in time so that goods are cleared at customs station in time. Soft copy of these documents to be e-mailed to the BHEL so that BHEL makes necessary arrangement to clear the goods at Custom Station.</p> <p>It is the responsibility of the supplier to ensure that all the non-negotiable documents for LC reaches the Issuing Bank (in case LC) and BHEL (in case of CAD) before scheduled arrival of vessel in port of India where goods are to be cleared or within 21 days from the date of shipment, whichever is earlier for filing of Bill of Entry in time &amp; avoid penalty.</p> <p>As per the latest guidelines issued by Indian Customs, the authorised person shall file the Bill of Entry before the end of the next day following the day (excluding holidays) on which the aircraft or vessel or vehicle carrying the goods arrives at a customs station at which such goods are to be cleared.</p> <p>Where the Bill of Entry is not filed within the time specified, the importer shall be liable to pay charges for late presentation of the bill of entry at the rate of ₹ 5,000 (Rupees five thousand) per day for the initial three days of default and at the rate of ₹ 10,000 (Rupees Ten Thousand) per day for each day of default thereafter or as per the rates on actuals as applicable and issued by Custom's Office.</p> <p>Hence, Penalty Charges on account of delay in filing of Bill of Entry due to delay in reaching the LC non-negotiable documents to Issuing Bank, the Penalty Charges shall be payable by supplier.</p>
19.	Guarantee Certificate	Not Applicable
20.	Submission of Contract Performance Bank Guarantee	Not Applicable
21.	Integrity Pact	<p>APPLICABLE (As per attached Format)</p> <p>(a)IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have</p>

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		<p>been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" data-bbox="563 611 1388 900"> <thead> <tr> <th>Sl no</th> <th>IEM</th> <th>EMAIL</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Shri. Otem Dai, IAS (Retd.)</td> <td>lem1@bhel.in</td> </tr> <tr> <td>2.</td> <td>Shri Bishwamitra Pandey IRAS (Retd.)</td> <td>lem2@bhel.in</td> </tr> <tr> <td>3.</td> <td>Shri Mukesh Mittal, IRS (Retd)</td> <td>lem3@bhel.in</td> </tr> </tbody> </table> <p>(b)The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/Three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c)Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p>Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided below..</p> <p>Details of contact person(s):</p> <table border="1" data-bbox="528 1503 1460 1704"> <thead> <tr> <th>NAME</th> <th>S Hima Bindu</th> <th>A K NIVED KUMAR</th> </tr> </thead> <tbody> <tr> <td>DEPT</td> <td>MM</td> <td>MM</td> </tr> <tr> <td>ADDRESS</td> <td>BHEL SBD BENGALURU</td> <td>BHEL SBD BENGALURU</td> </tr> <tr> <td>PHONE</td> <td>080-22182232</td> <td>080-22182149</td> </tr> <tr> <td>EMAIL</td> <td><a href="mailto:shbindu@bhel.in">shbindu@bhel.in</a></td> <td>aknived@bhel.in</td> </tr> </tbody> </table>	Sl no	IEM	EMAIL	1.	Shri. Otem Dai, IAS (Retd.)	lem1@bhel.in	2.	Shri Bishwamitra Pandey IRAS (Retd.)	lem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd)	lem3@bhel.in	NAME	S Hima Bindu	A K NIVED KUMAR	DEPT	MM	MM	ADDRESS	BHEL SBD BENGALURU	BHEL SBD BENGALURU	PHONE	080-22182232	080-22182149	EMAIL	<a href="mailto:shbindu@bhel.in">shbindu@bhel.in</a>	aknived@bhel.in
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PHONE	080-22182232	080-22182149																											
EMAIL	<a href="mailto:shbindu@bhel.in">shbindu@bhel.in</a>	aknived@bhel.in																											
22.	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.																											
23.	Late Delivery Charges	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 of undelivered portion 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.																											

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24.	Preference to Make in India	<p>This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated <a href="#">15.06.2017</a>, <a href="#">28.05.2018</a>, 29.05.2019 &amp; 04.06.2020 issued by Govt. of India (copy enclosed).  'For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated <a href="#">15.06.2017</a>, <a href="#">28.05.2018</a>, 29.05.2019 , 04.06.2020 , 16.09.2020 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."  Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links:  <a href="https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf">https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf</a>  <a href="https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf">https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf</a>  <a href="https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf">https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf</a>  <a href="https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf">https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf</a>  <a href="https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf">https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf</a></p> <p>Certification (as applicable) giving the percentage of local content, in line with PPP-MII order, to be submitted as per attached Annexure-1(A) for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore or Annexure-1(B) for procurement value more than Rs. 10.00 Crore.</p>
25.	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.
26.	Inspection Agency (TPI charges shall be mentioned in Price Bid Format)	<ol style="list-style-type: none"> <li>1. A detailed QAP for manufacturing &amp; inspection shall be submitted by the vendor along with the offer for BHEL Approval.</li> <li>2. Vendor has to offer finished product to Third Party Inspection (TPI) &amp; carry out acceptance test as per Approved QAP &amp; submit the reports to BHEL for verification &amp; obtaining Material Dispatch clearance certificate (MDCC).</li> <li>3. Bidder shall quote the THIRD PARTY INSPECTION (TPI) charges in the price bid for the inspection by one of the third party agencies as follows: Fraunhofer, Intertek, UL, Lloyds, TUV, SGS, BVI, DNV, GEOCHEM, BASTUR.</li> <li>4. Evaluation shall be done including third party inspection charges. BHEL reserves the right to conduct inspection using bidder TPI. In case of non-usage of bidder TPI, TPI charges shall not be paid to supplier.</li> <li>5. In case of BHEL inspection at vendor's works, Inspection call should be furnished in online portal <a href="http://cqir.bhel.in/Cqir/jsp/Masters/Login.jsp">http://cqir.bhel.in/Cqir/jsp/Masters/Login.jsp</a> (mandatory). It is responsibility of the vendor to inform BHEL at least 15 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.</li> <li>6. No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate (MDCC) from BHEL-SBD Material Management Department irrespective of inspection categories.</li> <li>7. 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</li> </ol>

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		<p>of the inspector. BHEL reserves the right not to accept any package received without/tempered seal.</p> <p>8. In case of Indian Bidder opting to not quote for Third Party Inspection Charges, loading @ 0.26% of their total basic prices shall be loaded for evaluation purpose.</p>
27.	<b>TAXES AND DUTIES</b> (Clause No. 4.1, 4.2 & 4.3) (Applicable only for Indian Bidders)	<p>Clause No. 4.1, 4.2 &amp; 4.3 of GCC to be read as:</p> <p>4.1 CGST/SGST/UTGST/IGST</p> <p>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.</p> <p>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.</p> <p>4.1.3 The purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB.</p> <p>4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC.</p> <p>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.</p>
28.	<b>OTHER TAXES &amp; LEVIES</b> (Clause No. 4.4) (Applicable only for Indian Bidders)	<p>Clause No. 4.4 of GCC to be read as:</p> <p>4.2 OTHER TAXES &amp; LEVIES</p> <p>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.</p>
29.	<b>CUSTOMS DUTY</b> (Clause No. 4.5 of GCC) (Applicable only for Indian Bidders)	<p>Clause No. 4.5 of GCC to be read as:</p> <p>4.3 CUSTOMS DUTY</p> <p>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.</p> <p>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.</p> <p>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.</p>
30.	<b>DIRECT TAXES</b> (Clause No. 4.6 of GCC) (Applicable only for Indian Bidders)	<p>Clause No. 4.6 of GCC to be read as:</p> <p>4.4 DIRECT TAXES</p> <p>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.</p> <p>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.</p>
31.	<b>STATUTORY VARIATION</b> (Clause No. 5.0 of GCC) (Applicable only for	<p>Clause No. 5.0 of GCC to be read as:</p> <p>5.0 STATUTORY VARIATION</p> <p>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</p>



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	Indian Bidders)	<p>penalty).</p> <p>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.</p> <p>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</p>
32.	New Clause of GCC (Applicable only for Indian Bidders)	<p>9.7 Other clauses</p> <ol style="list-style-type: none"> <li>1. Vendor/Supplier will intimate &amp; upload the Tax invoice along with LR/RR (as applicable) on web portal &amp; 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.</li> <li>2. All payments against Tax Invoice to vendors/contractors shall be released only after: <ol style="list-style-type: none"> <li>a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act.</li> <li>b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1.</li> <li>c) Confirmation of payment of GST thereon by vendor on GSTN portal</li> </ol> </li> <li>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.</li> </ol> <p>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.</p>
33.	DOCUMENTS TO BE SUBMITTED BY VENDOR (Clause No. 9.2 of GCC)	<p>Clause No. 9.2 of GCC to be read as:</p> <p>9.2 DOCUMENTS TO BE SUBMITTED BY VENDOR (All Same)</p> <ol style="list-style-type: none"> <li>(a) To be replaced with GST compliant Invoice</li> <li>(b) Duty drawback documents as per applicable law (original+1 copy)</li> </ol>
34.	Clause No. 16.2 of GCC	<p>Clause No. 16.2 of GCC to be read as:</p> <p>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.</p> <p>For Turnkey packages (Supply and E&amp;C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&amp;C orders (excluding taxes, duties and freight) if E&amp;C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment.</p> <p>LR/ GR/ RR/ eway bill date for indigenous supplies and AWB/ BL date for C&amp;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.</p> <p>In case of any amendment/ revision, LD shall be linked to the amended/ revised</p>



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		contract value and delivery date(s)
35.	New Clauses of GCC	<p>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)</p> <p>b) The bidder should have been registered with the appropriate authority under relevant GST laws.</p> <p>c) The bidder to specify in their offer ( part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer</p> <p>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.</p> <p>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.</p>
36.	RISK & COST CLAUSE	<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> <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 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply)</p> <p>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.</p> <p>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.</p> <p>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</p>





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		<p>Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Method for calculation of "LD against delay in executed work/supply" is given below.</p> <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: Incase portion of work/supply is withdrawn; no LD shall be applicable for portion of work/supply withdrawn.</p>
37.	NOTE	<p>Delivery Challans &amp; Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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].</li> <li>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.</li> <li>4. In case vendor delays declaring such invoice in his return &amp; 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 of these requirements.</li> </ol>

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38.	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.
39.	Provisions for MSE vendors	<p><b>PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)</b>  Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSE vendors registered with Government Designated Authorities as per the Purchase &amp; Price Preference Policy of the Government subject to them becoming eligible otherwise.  Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration.</p> <p>Vendors have to submit the Udyog Aadhaar Memorandum (UAM)/UDYAM Registration Certificate along with attested copy of a CA certificate [Annexure-2(A) / Annexure-2(B)] applicable for the relevant financial year (latest audited) along with the tender documents in the Part-I Bid to avail the applicable benefits.  Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of two-part bid and three-part bid).  Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of Part-I Bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit shall be applicable if any deficiency in the above required documents are not submitted before the Price Bid Opening / Reverse Auction.  If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.  Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises (MSME).</p> <p><b>PURCHASE PREFERENCE FOR MSE VENDORS: (For Items which are divisible in nature)</b>  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:</p> <ol style="list-style-type: none"> <li>1. The MSE vendor matches the L1 price.</li> <li>2. L1 price is from a non MSE vendor.</li> <li>3. L1 price will be offered to the 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).</li> <li>4. 3% of the 25% will be earmarked for women owned MSE's.</li> <li>5. 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) &amp; (2) are fulfilled.</li> <li>6. In case where no SC/ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, the 6.25% of earmarked quantity for SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender.</li> </ol> <p><b>(For Items which are not divisible in nature)</b>  MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 100% of the requirement against this tender provided:</p> <ol style="list-style-type: none"> <li>1. The MSE vendor matches the L1 price.</li> <li>2. L1 price is from a non MSE vendor.</li> <li>3. L1 price will be offered to the 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).</li> </ol>

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		<p>4. No distribution shall be done specifically to women owned MSEs or SC/ST owned MSEs in such cases.</p> <p><b>Documents to be submitted for claiming MSE status and intended benefits:</b> Submission of Udyam Registration Certificate along with CA certificate as per Annexure-2(B).</p>
40.	<p>Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 &amp; 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017</p>	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:</p> <ol style="list-style-type: none"> <li>1. An entity Incorporated, established or registered in such a country; or</li> <li>2. A subsidiary of an entity Incorporated, established or registered in such a country; or</li> <li>3. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>4. An entity whose beneficial owner is situated in such a country, or</li> <li>5. An Indian (or other) agent of such an entity; or</li> <li>6. A natural person who is a citizen of such a country; or</li> <li>7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ol> <p>IV. The beneficial <i>owner</i> for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> <li>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- <ol style="list-style-type: none"> <li>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;</li> <li>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;</li> </ol> </li> <li>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</li> <li>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;</li> <li>4. Where no natural person is identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;</li> <li>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</li> </ol> <p>V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.</p>

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		<p>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p> <p>* The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.</p> <p>* List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<a href="https://www.mea.gov.in/">https://www.mea.gov.in/</a>)</p> <p>Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 &amp; 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 to be submitted on the bidder's letterhead as per Annexure-3(A) or Annexure-3(B) – as applicable.</p>
41.	Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI	Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI to be submitted in the bidder's letter head as per attached Annexure-4 Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.
42.	e-Invoicing under GST	<p>E-Invoicing under GST is being implemented w.e.f. 1st April 2022 for all the taxable person having turnover more than ₹20 Crore. It has been specified by the Government of India that it is mandatory to mention a valid unique invoice reference number (IRN) and QR code as generated from Government portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by the supplier in e-Invoicing system.</p> <p>In case the vendor delays or fails to provide all the documents as per the Purchase Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL attributable to vendor shall be on Vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.</p>
43.	Validity of offer	<b>90 Days from Part-I Opening</b>
44.	TDS u/s 194Q	<p>TDS u/s 194Q as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted from vendor's bill.</p> <p>Tax is required to be deducted at source by a purchaser of goods whose turnover for previous FY has exceeded Rs. 10 Crs. The seller should be a resident of India.</p> <p>TDS @ 0.1% shall be applicable on the amount paid /credited in case purchases from a seller exceeds Rs. 50 Lacs during a financial year. In case PAN of seller is not available or seller is a Specified person (Nonfiler), TDS shall be deducted @ 5%. This provision shall not be applicable where tax is deductible under any other provision of I.T Act, 1961. Also, in case a particular transaction qualifies for deduction of TDS u/s 194-Q and the purchaser has deducted the TDS then the same transaction shall not attract TCS u/s 206C(1H).</p> <p>W.e.f. 01.07.2021, as per the above-stated provisions of I. Tax Act,1961, BHEL HAVING PAN : AAACB4146P IS LIABLE TO DEDUCT TAX AT SOURCE UNDER SECTION 194Q OF THE INCOME TAX ACT AND ACCORDINGLY TDS AT APPLICABLE RATE ON THE PRESCRIBED VALUE UNDER SECTION 194Q WOULD BE DEDUCTED UNDER TAN : BLRB04342C BEFORE MAKING PAYMENT FOR PURCHASE OF GOODS.</p>
45.		1. In place of EPD, Bangalore, it may be read as SBD Bangalore.

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	<b>Note</b>	<ol style="list-style-type: none"> <li>2. Any vendor who has been banned by BHEL or against whom action due to non-performance has been initiated by BHEL are not eligible for participation. Such offers will not be considered for evaluation and will be rejected.</li> <li>3. Bidders shall confirm acceptance of technical specification which is part of the tender document. Any deviation from technical specification can be rejected at BHEL's discretion.</li> </ol>
46.	Conflict of Interest among Bidders/ Agents	<p>"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ol style="list-style-type: none"> <li>a) they have controlling partner (s) in common; · or</li> <li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li> <li>c) they have the same legal representative/agent for purposes of this bid; or</li> <li>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, · or</li> <li>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from. one bidding manufacturer in more than one bid, or</li> <li>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal, · or</li> </ol> </li> <li>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, · or</li> </ol> <p>In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p>