



SOLAR BUSINESS
DIVISION (SBD)

SPECIAL CONDITIONS
OF CONTRACT (SCC)

TENDER NO.: 30030982

These conditions shall be read in conjunction with General Condition of Contract (GTC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

1.	Type of Contract	Supply
2.	Scope of the Contract	Supply 1. CONTACTLESS SMART ID with photography 2. CONTACTLESS SMART ID without photography SPECIFICATION and Technical PQR ATTACHED .
3.	Consignee Details (Ship To) [To be mentioned in LR/BL/Suppliers' Invoice etc.]	Stores Incharge Bharat Heavy Electricals Limited Solar Business Division (Formerly known as Electric and Photovoltaic Division) Prof. C.N.R Rao Circle, Science Institute Post, Malleswaram Bengaluru-560012
4.	Buyer (Bill To) & Paying Authority.	Bharat Heavy Electricals Limited Solar Business Division (Formerly known as Electric and Photovoltaic Division) Prof. C.N.R Rao Circle, Science Institute Post, Malleswaram Bengaluru-560012
5.	Buyer e-mail ID	aarokia@bhel.in, nagarajappa.m@bhel.in
6.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
7.	Price Basis	The price quoted shall be on FIRM basis till completion of contract. F.O.R. Destination basis inclusive of testing, inspection, packing & forwarding charges and freight & insurance charges. Taxes & Duties shall be payable in line with GCC & SCC. All the other applicable taxes including Income Taxes (TDS) as per Indian law shall be deducted from the payables & paid to Govt. by BHEL.
8.	Delivery Terms	F.O.R Destination BHEL-SBD, Bengaluru. Delivery timings at BHEL-SBD, Stores: 09:00 AM to 03:00 PM (on all working days). Entry through Materials Gate (Rear Gate) only.
9.	Mode of Dispatch	By Road/Rail. Note: It is Vendor's responsibility to ensure availability of Trucks/Trains schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.
10.	Transit Insurance	In the scope of Supplier/Contractor
11.	Transportation & Freight Charges	All dispatches shall be on freight pre-paid basis. For indigenous supplies, Road Permit/E-way bill, if required, to be arranged by Supplier/Contractor.
12.	Unloading at BHEL SBD- Bengaluru	In the scope of Purchaser.
13.	Inspection, Acceptance & Rejection	The routine inspection & acceptance of material shall be done at BHEL-SBD, Bangalore as per the drawing. However BHEL reserves the right to make pre-dispatch inspection of materials at vendors place. The rejected lots should be lifted by the vendor on his own cost within 15 days' notice, failing which BHEL shall not be liable for the material. The material will be treated as scrap and no further claim will be entertained at the plant thereafter.
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.

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		<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 & 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-SBD Material Management Department irrespective of inspection categories.</p> <p>A detailed QAP for manufacturing & inspection shall be submitted by the vendor along with the offer (if applicable).</p>						
15.	Delivery Schedule	<p>Delivery Schedule Reffer our Annexure A& B.</p> <table border="1"> <thead> <tr> <th>Material description</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>1. CONTACTLESS SMART ID with photography</td> <td>600 Nos</td> </tr> <tr> <td>2.CONTACTLESS SMART ID without photography</td> <td>900 Nos</td> </tr> </tbody> </table>	Material description	Quantity	1. CONTACTLESS SMART ID with photography	600 Nos	2.CONTACTLESS SMART ID without photography	900 Nos
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1. CONTACTLESS SMART ID with photography	600 Nos							
2.CONTACTLESS SMART ID without photography	900 Nos							
16.	Payment Terms	<p>Hundred percent (100%) of basic price of the material supplied, as per PO, along with 100% taxes & duties (as applicable) and freight charges, shall be payable, pro-rata, within 45 days from the date of receipt of goods and receipt of complete documents as per Purchase Order / Contract, subject to acceptance of materials.</p> <p>GOI has amended GST Law - Section 51 of the CGST Act 2017 wherein Government Agencies (PSU) has to deduct 2% GST as TDS w.e.f. 1.10.2018. Accordingly 2% of basic value (Equivalent to 1% CGST + 1% SGST or 2% IGST/UTGST) will be deducted as TDS & TDS certificate shall be issued by BHEL in line with the latest amendment in GST Law.</p>						
17.	Documents to be Submitted by Contractor for Claiming Payment	<p>Clause No. 9.2.2 of GCC to be read as:</p> <ol style="list-style-type: none"> Original GST complaint Invoice (Original for Buyer + 1 Copy). Delivery Challan / Consignee Copy of LR. 						
18.	Delivery Failure and Termination/ Liquidated Damages	<p>The 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 order 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.</p> <p>Date of receipt of material at BHEL stores shall be considered as date of delivery for levying LD.</p>						
19.	Quantity Variation	Applicable. As per clause 6.3 of GCC						
20.	Taxes and Duties	<p>Clause No. 4.1 of GCC to be read as :</p> <p>4.1 CGST/SGST/UTGST/IGST</p> <ol style="list-style-type: none"> 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. <p>4.2 & 4.3 of GCC is not applicable.</p>						

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21.	Other Taxes & Levies	<p>Clause No. 4.4 of GCC to be read as: 4.4 Other Taxes & Levies All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the Bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. Antidumping duty, if any, shall be in the account of the Bidder and shall be included in their price. No separate payment shall be made by BHEL for the same.</p>
22.	Customs Duty	<p>Clause No. 4.5 of GCC to be read as: 4.5 Customs Duty 4.5.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. 4.5.2 Seller/Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the Bidder as part of Price bid.</p>
23.	Direct Taxes	<p>Clause No. 4.6 of GCC to be read as: 4.6 Direct Taxes 4.6.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/Contractor and his personnel. 4.6.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.</p>
24.	Statutory Variation	<p>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.</p>
25.	New Clause of GCC	<ol style="list-style-type: none"> 1. Supplier/Contractor will intimate & upload the Tax invoice along with LR/RR (as applicable) on web portal & intimate BHEL immediately on removal of goods from Supplier/Contractor works. In case of Services, Supplier/Contractor 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 Supplier/Contractor shall be released only after: <ol style="list-style-type: none"> a) Supplier/Contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the Supplier/Contractor in the invoice should be matched with the details uploaded by Supplier/Contractor in GSTR-1. c) Confirmation of payment of GST thereon by Supplier/Contractor on GSTN portal

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		<p>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 Supplier/Contractor along with interest levied/leviable on BHEL.</p> <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 Supplier/Contractor.</p>
26.	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 Supplier/Contractor 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 Supplier/Contractor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.</p>
27.	New Clauses of GCC	<p>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.</p> <p>1. GST portion of invoice shall be released only upon Supplier/Contractor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by Supplier/Contractor on GSTN Portal.</p> <p>2. Bank Guarantee of appropriate value may be obtained from Supplier/Contractor which shall be valid at least one month after the confirmation of payment date by Supplier/Contractor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [if (a) above could not be complied].</p> <p>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 Supplier/Contractor along with interest levied/BG of appropriate value may be obtained from Supplier/Contractor alternatively payment covering GST portion including interest thereon shall be release to Supplier/Contractor only upon completion of these requirements.</p> <p>In case Supplier/Contractor 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 Supplier/Contractor along with interest levied/leviable to be obtained from Supplier/Contractor alternatively payment covering GST portion including interest thereon shall be released to Supplier/Contractor only upon completion of these requirements.</p>
28.	Risk & Cost Clause	<p>Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:</p> <p>Supplier/Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Supplier/Contractor 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>

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Non completion of work/ Non-supply by the Supplier/Contractor within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Supplier/Contractor.

Termination of Contract on account of any other reason (s) attributable to Supplier/Contractor.

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 Supplier/Contractor.

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 Supplier/Contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

Note: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for 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 Supplier/Contractor. For this purpose, contract value shall be taken as Executed Value of 30work/supply for the purpose of limiting maximum LD value.

		<p>Method for calculation of “LD against delay in executed work/supply” is given below:</p> <ol style="list-style-type: none"> 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 Supplier/Contractor = 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 Supplier/Contractor and were planned for execution till termination of contract = Y 4. Delay in executed work/supply attributable to Supplier/Contractor i.e. T2=(1-X/Y) x T1 5. LD shall be calculated in line with LD clause of the Contract for the delay attributable to Supplier/Contractor taking “X” as Contract Value and “T2” as delay attributable to Supplier/Contractor. <p>Note: In case portion of work/supply is withdrawn; no LD shall be applicable for portion of work/supply withdrawn.</p> <p>The following sequence shall be applicable for recoveries from contractor/ supplier on whom risk & cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery:</p> <ol style="list-style-type: none"> a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract. b) Demand notice for deposit of balance recovery amount to be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above. In case it is expected that contractor/ supplier may approach court for obtaining stay against recovery of Risk & Cost, Caveat before Court of competent jurisdiction may be filed. c) If contractor/ supplier fails to deposit the balance Risk & Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery: <ol style="list-style-type: none"> i. Dues payable to contractor/ supplier against other contracts in the same Region/Unit shall be considered for recovery. The respective contractual conditions must contain a clause giving BHEL the right to set off amounts due under the respective contracts from payments outstanding from the other contract. It may be noted that payment against running bills for such other Contracts shall be released only against the specific approval of Unit Head.
29.	Conciliation Clause	<p>The Conciliation Scheme 2018 attached as Annexure-A to NIT shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.</p>
30.	TCS	<p>Please note that with the recent changes in tax regime and introduction of Sec206C(1H) on sale of goods with effect from 01.10.2020, the vendors in line with the provisions of the said section are to collect TCS @0.075% from 01.10.2020 upto 31.03.2021 and 0.1% from there on Invoice value. The following details are to be noted when vendor is raising TCS claim in line with provisions of Sec206C(1H):</p> <ol style="list-style-type: none"> 1. Vendor should raise/levy TCS in the Tax Invoice itself. No separate debit note will be accepted. 2. Vendor should indicate his PAN# and TAN# in the Tax Invoice, else Invoice will not be considered for payment. 3. In the Purchase Order PAN# of BHEL shall appear. 4. Vendor should remit the TCS so collected from BHEL and provide TCS certificates with Invoice Number, Invoice Date, Amount etc. breakup details. 5. If by any chance vendor is not remitting/not able to submit TCS certificates to BHEL on time then the TCS amount with penalty if any applicable will be recovered from vendor in his available bills. 6. No TCS is to be levied if TDS is applicable for the invoice transaction. (e.g. O&M cases, Service bills). 7. No TCS in case of Export/Import transactions. 8. TCS is applicable only for Invoices dated 01.10.2020 and afterwards only.



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31.	Guarantee & Guarantee Certificate	Not Applicable.
32.	Contract Performance Bank Guarantee	Not Applicable.
33.	Integrity Pact	Not Applicable.
34.	Evaluation of Offers	The evaluation currency for this tender shall be INR. Evaluation of offers as per GCC Cl. No. 19.0 shall be done for Overall L1.
35.	Reverse Auction	Not Applicable.
36.	Load Sharing	NOT APPLICABLE.
37.	Provisions Applicable for MSE (Micro and Small Enterprises) Vendors	<p>PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)</p> <p>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 & Price Preference Policy of the Government subject to them becoming eligible otherwise.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.</p> <p>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>PURCHASE PREFERENCE FOR MSE VENDORS:</p> <p>(For Items which are divisible in nature) 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"> The MSE vendor matches the L1 price. L1 price is from a non MSE vendor. 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). 3% of the 25% will be earmarked for women owned MSEs. 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) & (2) are fulfilled. 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

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		<p>SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender.</p> <p>(For Items which are not divisible in nature) 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"> 1. The MSE vendor matches the L1 price. 2. L1 price is from a non MSE vendor. 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). 4. No distribution shall be done specifically to women owned MSEs or SC/ST owned MSEs in such cases. <p>Documents to be submitted for claiming MSE status and intended benefits: Option 1 (valid till 31.03.2021): Submission of Udyog Aadhar Memorandum along with CA certificate as per Annexure-2(A). Option 2: Submission of Udyam Registration Certificate along with CA certificate as per Annexure-2(B).</p>
38.	Preference to Make in India	<p>This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018 & 29.05.2019 issued by Govt. of India.</p> <p>“For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 20.06.2020 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.”</p> <p>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:</p> <p>https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf</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>
39.	Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017	<ol style="list-style-type: none"> 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. 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 failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: <ol style="list-style-type: none"> 1. An entity Incorporated, established or registered in such a country; or 2. A subsidiary of an entity Incorporated, established or registered in such a country; or

		<p>3. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>4. An entity whose beneficial owner is situated in such a country, or</p> <p>5. An Indian (or other) agent of such an entity; or</p> <p>6. A natural person who is a citizen of such a country; or</p> <p>7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</p> <p>IV. The beneficial <i>owner</i> for the purpose of (iii) above will be as under:</p> <p>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.</p> <p>Explanation-</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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.</p> <p>V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.</p> <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 (https://www.mea.gov.in/)</p> <p>Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 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>
40.	Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI	<p>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.</p> <p>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-</p>



SOLAR BUSINESS
DIVISION (SBD)

SPECIAL CONDITIONS
OF CONTRACT (SCC)

TENDER NO.: 30030982

41.	Organization Chart	The Bidder shall submit the overall organization chart along with contact details/mobile no. of officials dealing with this contract package for Engineering, Quality, Supply, etc. immediately after receipt of Purchase Order.
42.	Special Notes	<ol style="list-style-type: none"> 1. BHEL reserves the right/option to REFLOAT the tender if L1 price is not the lowest acceptable price to BHEL. Each of our purchase order specifies the drawing number and revision number clearly. Material conforming to the drawing of the latest revision number only will be accepted. BHEL will have the option to defer the supplies of any purchase order with a notice period of 20 calendar days. 2. In case of unsatisfactory performance of quality / delivery BHEL will have right to discontinue the contract in part or full. 3. Appropriate care has to be taken while shipping castings to avoid transit damages / losses. In the event of any damages/losses, the supplier is liable to replace the goods. Acknowledgement of BHEL Stores shall be only legal document towards receipt of material. 4. The vendor will have to follow all the legal and statutory requirements and BHEL norms. BHEL will not be responsible in any way if the vendor is fined or penalized due to non-fulfillment of these requirements by any government agency like Sales Tax etc.
43.	TAX COLLECTED A SOURCE (TCS)	<ol style="list-style-type: none"> 1. W.E.F. 01.07.2021 BHEL IS LIABLE TO DEDUCT TAX AT SOURCE U/S 194Q OF THE INCOME TAX ACT AT THE APPLICABLE RATE AND PRESCRIBED VALUE OF GOODS. HEREAFTER SELLER/VENDOR NEED NOT LEVY TAX COLLECTED A SOURCE (TCS) AS REQUIRED U/S 206C(1H) OF THE INCOME TAX ACT. 2. BHEL would be making use of the functionality introduced by CBDT: Compliance Check for Sections 206AB and 206CCA and accordingly using the applicable rate of TDS. Vendors to make sure the information is available in the functionality against their PAN Nos. 3. Vendors to note the applicable rate of TDS as per 206AB and 206 CCA will be at higher rate of 5% (as against 0.1%) in case of specified persons(non-filers) . Specified persons means: 4. Who has not filed Income Tax returns for last two assessment years relevant to the applicable Two Previous Years 5. Aggregate of TDS/TCS is Rs. Fifty Thousand and more in each of the two previous years.

(Seal and Sign of the Bidder)