



SOLAR BUSINESS  
DIVISION (SBD)

SPECIAL CONDITIONS  
OF CONTRACT (SCC)  
(Rev. 01)

TENDER NO.: MM/Purchase/Wooden  
Boxes & Crates

**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.**

1.	Type of Contract	Rate Contract / Frame Work Agreement for Supply.
2.	Scope of the Contract	Supply of Wooden Boxes and Crates as per Drawing.
3.	Consignee Details (Ship To) [To be mentioned in LR/BL/Suppliers' Invoice etc.]	Store in-charge Bharat Heavy Electricals Limited Solar Business Division (Formerly known as Electric & Photovoltaic Division) Prof. C.N.R Rao Circle, Science Institute Post, Malleswaram Bengaluru-560 012
4.	Paying Authority	Bharat Heavy Electricals Limited Solar Business Division (Formerly known as Electric & Photovoltaic Division) Prof. C.N.R Rao Circle, Science Institute Post, Malleswaram Bengaluru-560 012
5.	Buyer e-mail ID	elan@bhel.in, aknived@bhel.in
6.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
7.	Integrity Pact	Applicable. Format attached as Annexure 6 to SCC  Details of IEM: Arun Chandra Verma ( <a href="mailto:acverma@gmail.com">acverma@gmail.com</a> ) Virendra Bahadur Singh ( <a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a> )
8.	Price Basis	The prices shall remain FIRM till the expiry of the rate contract.  FOR BHEL-SBD, Bengaluru inclusive of inspection, packing & forwarding 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 Government by BHEL.
9.	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.
10.	Mode of Dispatch	By Road/Rail.  Note: It is Seller/Contractor'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 Seller/Contractor's responsibility to ensure material is dispatched through shortest possible route.
11.	Transit Insurance	In the scope of Seller/Contractor.
12.	Transportation & Freight Charges	In the scope of Seller/Contractor.  Road Permit/E-way bill, if required, to be arranged by Seller/Contractor.
13.	Unloading at SBD Bengaluru	In the scope of Purchaser
14.	Inspection, Acceptance & Rejection	The 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 Seller/Contractor place.

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		<p>In case of rejection of material due to non-conformity the same has to be replaced by the Seller/Contractor without any additional cost to BHEL.</p> <p>or</p> <p>The rejected lots should be lifted by the Seller/Contractor on his own cost within 15 days of notice, failing which BHEL shall not be liable for the material. The material with treated as scrap and no further claim will be entertained at the plant thereafter.</p>
15.	Delivery Schedule	<p><b>Separate Purchase Order shall be issued under the Rate Contract / Frame Work Agreement.</b></p> <p>Delivery shall be made within 15 days from the date of purchase order issued by BHEL-SBD, Bengaluru under the rate contract / frame work agreement.</p>
16.	Liquidated Damages	<p>Purchaser reserves the right to recover from the Seller/Contractor, liquidated damages and not by way of penalty, a sum equivalent to half (1/2) percent of the undelivered portion, per week or part thereof, subject to maximum of ten (10) percent of the total contract price, excluding elements of taxes, duties, freight &amp; insurance, if the Seller/Contractor fails to deliver any part of the ordered stores within the period stipulated in the Purchase Order/Contract.</p> <p>Date of receipt of material at BHEL-SBD, Bengaluru stores / date of certification of satisfactory completion of the activity (packing) by BHEL-SBD Engineer shall be considered for levying LD.</p>
17.	Payment Terms	<p>Hundred percent (100%) of basic price of the materials supplied, as per PO, along with 100% taxes &amp; duties (as applicable) and freight &amp; insurance charges, shall be paid, pro-rata, within 45 days from the date of receipt of goods and receipt of complete documents as per Purchase Order/Contract [refer clause no 18 on SCC] at BHEL-SBD, subject to acceptance of materials [i.e. date of acceptance of material or date of submission of complete set of documents (whichever is later) shall be considered for reckoning the due date of payment.]</p> <p>TDS Deductions applicable as per GST Law. Invoice to be made as per the prevailing GST format only.</p>
18.	Documents to be Submitted by Seller/Contractor for Claiming Payment	<p>GST complaint Invoice (Original for Buyer + 1 Copy).</p> <p>Copy of Delivery Challan (In case of intrastate supplies) / Consignee Copy of LR (In case of interstate supplies).</p>
19.	Guarantee & Guarantee Certificate	Not applicable.
20.	Contract Performance Bank Guarantee	Not applicable.
21.	Period of Contract	<p>The Rate Contract / Frame Work Agreement shall be valid for one year from the date of issue or up to the delivery period of the last Purchase Order issued under the Rate Contract / Frame Work Agreement within the year, whichever is later. The Rate Contract shall be extendable for one more year on the same rates, terms and conditions with mutual consent.</p> <p>BHEL shall have absolute right to terminate the contract at any time during the period of contract with a notice period of 15 days without assigning any reason thereof and the tenderer is not entitled for any compensation on the ground of such termination.</p>

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22.	Taxes and Duties	<p>Clause No. 4.1 of GCC to be read as:</p> <p>4.1 CGST/SGST/UTGST/IGST</p> <p>4.1.1 The 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). Seller/Contractor 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 The 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> <p>4.2 &amp; 4.3 of GCC is not applicable.</p>
23.	Other Taxes & Levies	<p>Clause No. 4.4 of GCC to be read as:</p> <p>4.4 Other Taxes &amp; Levies</p> <p>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 bidder and shall be included in their price. No separate payment shall be made by BHEL for the same.</p>
24.	Customs Duty	<p>Clause No. 4.5 of GCC to be read as:</p> <p>4.5 Customs Duty</p> <p>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.</p> <p>4.5.2 The Seller/Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, the 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>4.5.3 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>
25.	Direct Taxes	<p>Clause No. 4.6 of GCC to be read as:</p> <p>4.6 Direct Taxes</p> <p>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.</p> <p>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.</p>

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		TDS certificate will be issued by the Purchaser as per statutory provisions.
26.	Statutory Variation	<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 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.</p>
27.	New Clause of GCC	<p>9.7 Other clauses:</p> <ol style="list-style-type: none"> <li>Seller/Contractor 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 Seller/Contractor works. In case of Services, Seller/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.</li> <li>All payments against Tax Invoice to the Seller/Contractor shall be released only after: <ol style="list-style-type: none"> <li>Seller/Contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act.</li> <li>The tax component charged by the Seller/Contractor in the invoice should be matched with the details uploaded by Seller/Contractor in GSTR-1.</li> <li>Confirmation of payment of GST thereon by Seller/Contractor on GSTN portal</li> </ol> </li> <li>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 Seller/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 Seller/Contractor.</p>
28.	New Clauses of GCC	<ol style="list-style-type: none"> <li>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)</li> <li>The bidder should have been registered with the appropriate authority under relevant GST laws.</li> <li>The bidder to specify in their offer ( part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer</li> </ol>

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		<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 Seller/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 Seller/Contractor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.</p>
29.	New Clauses of GCC	<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 Seller/Contractor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by Seller/Contractor on GSTN Portal.</li> <li>2. Bank Guarantee of appropriate value may be obtained from Seller/Contractor which shall be valid at least one month after the confirmation of payment date by Seller/Contractor 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 Seller/Contractor along with interest levied/BG of appropriate value may be obtained from Seller/Contractor alternatively payment covering GST portion including interest thereon shall be release to Seller/Contractor only upon completion of these requirements.</li> </ol> <p>In case Seller/Contractor 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 the Seller/Contractor along with interest levied/leviable to be obtained from Seller/Contractor alternatively payment covering GST portion including interest thereon shall be released to Seller/Contractor only upon completion of these requirements.</p>
30.	E-Invoicing	<ol style="list-style-type: none"> <li>1. As per the government guidelines, the e-invoicing under GST is being implemented w.e.f. 1st October, 2020 for all the taxable persons having turnover more than Rs. 500 crores.</li> <li>2. It is mandatory to mention a valid unique invoice reference no. and QR code to claim GST credit in GST return and the same shall be matched with corresponding details uploaded by vendor in e-invoicing system.</li> <li>3. Invoice to be raised only when all the documents are available with the vendor for submission to BHEL.</li> </ol>
31.	Income Tax- TCS	<p><b>[BHEL SBD PAN- AAACB4146P]</b>  <b>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.</b></p> <p>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.</p>

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		<p>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) .</p> <p>Specified persons means:</p> <ol style="list-style-type: none"> <li>1. Who has not filed Income Tax returns for last two assessment years relevant to the applicable Two Previous Years</li> <li>2. Aggregate of TDS/TCS is Rs. Fifty Thousand and more in each of the two previous years</li> </ol>
32.	Risk & Cost Clause	<p>Risk &amp; Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:</p> <ul style="list-style-type: none"> <li>• Seller/Contractor'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.</li> <li>• Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li> <li>• 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.</li> <li>• Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.</li> <li>• Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>• Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.</li> </ul> <p><b>Risk &amp; Cost:</b></p> <p>Risk and Cost against Balance Work:</p> <p>Risk &amp; Cost Amount= [(A-B) + (A x H/100)]</p> <p>Where,</p> <p>A= Value of Balance scope of Work/ Supply (*) as per rates of new contract</p> <p>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.</p> <p>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)</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 Termination letter, then for these items total Quantities as per issued drawings would be deemed to be</p>

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		<p>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. 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>
33.	Conciliation Clause	<p>The Conciliation Scheme 2018 attached as Annexure-A to NIT shall be applicable. The Signed &amp; Stamped copy of the same to be attached along with the offer as a mark of acceptance.</p>
34.	Preference to Make in India	<p>For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</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>

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35.	Provisions Applicable for MSE (Micro and Small Enterprises) Vendors	<p><b>PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)</b></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 &amp; 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><b>PURCHASE PREFERENCE FOR MSE VENDORS:</b></p> <p><b>(For Items which are divisible in nature)</b></p> <p>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 MSEs.</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</li> </ol>
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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><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> <li>4. No distribution shall be done specifically to women owned MSEs or SC/ST owned MSEs in such cases.</li> </ol> <p><b>Documents to be submitted for claiming MSE status and intended benefits:</b> 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>
36.	<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>	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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"> <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 entitles 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> </li> <li>IV. The beneficial <i>owner</i> for the purpose of (iii) above will be as under: <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> </ol> </li> </ol> </li> </ol>

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		<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 (<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>
37.	Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI	<p><del>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.</del></p> <p><del>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.</del></p> <p>Not applicable for this tender.</p>
38.	Relaxation in Public Procurement Norms for Startups	<p>For all public procurement, the criteria of prior turnover and prior experience for all Startups is relaxed subject to their meeting of quality and technical specifications. DPIIT (Department for Promotion of Industry and Internal Trade) Certificate of Recognition for Startups to be submitted for availing benefits.</p>

(Seal and Sign of the Bidder)



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39.	Declaration by bidder regarding protection of commercial interests of BHEL	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
40.	Reverse Auction	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.
41.	Evaluation	The evaluation currency for this tender shall be INR.  Evaluation shall be done as per CI No 19.0 of ITB (GCC) on item wise L1 basis.
42.	Quantity Splitting	Applicable. L1 50%, L2 30% & L3 20% subject to acceptance of L1 rates.  Incase only one vendor accepts L1 rates the ratio will be 60% on L1 vendor and 40% on L2 vendor. Incase no vendor agrees for L1 rates 100% will be on L1 vendor.
43.	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.

(Seal and Sign of the Bidder)