

 	SOLAR BUSINESS DIVISION (SBD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	Item Description: SUPPLY OF yuken make DC valves for BHEL SBD Bangalore. Tender Ref. No. : 30031578
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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	SUPPLY OF DC VALVES
2.	Item Details	SUPPLY OF DC VALVES (MAKE: YUKEN)
3.	Consignee address	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.
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 Note: It is Vendor's responsibility to ensure availability of Trucks schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. - Part shipment is allowed. - Transshipment is not allowed. It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.
7.	Price basis	Price to be quoted on Ex-WORKS, inclusive of packing & forwarding charges. Taxes and duties to be paid. 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 BHEL. 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 the Third Party Inspection Charges. Foreign Vendor shall provide Form 10F & Tax Residence Certificate for the same.
8.	Evaluation of Offer	Individually item wise L-1 will be evaluated 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 till the completion of contract.
10.	Change of Scope	In case of changes in scope of the tender and/ or technical specifications and commercial terms & 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. The techno-commercially qualified bidders shall be asked to submit Impact Price bid, as applicable.
11.	Quantity Splitting	Not Applicable
12.	Quantity Variation	Based on BHEL's requirement, the quantity shall vary $\pm 30\%$ of the tender quantity.

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13.	Reverse Auction	NOT APPLICABLE
14.	Delivery Period	ONE MONTH FROM THE DATE OF PURCHASE ORDER
15.	Transit Insurance	In VENDORS Scope.
16.	Unloading at SBD	By BHEL
17.	Payment terms	100% of basic price of material supplied, as per PO, along with 100% taxes & duties (as applicable) & freight charges, shall be paid on pro-rata basis within 45 days from the date of receipt of goods & receipt of complete documents as per order/contract subject to acceptance of materials. 2% of basic value shall be deducted from payment as TDS & TDS Certificate shall be issued by BHEL, as per amendment in GST Law. GOI has amended GST Law - Section 51 of the CGST Act 2017 wherein Government Agencies (PSU) has to deduct 2% GST TDS w.e.f. 01.10.2018. Kindly go thru the latest amendment in GST Law.
18.	Document to be submitted for claiming payments	1. Tax Invoice – Original + 2 copies
19.	Guarantee Period	NA
20.	Submission of BG & SD	NOT APPLICABLE
21.	Integrity Pact	Not Applicable
22.	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 including 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.
23.	Preference to Make in India	This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 issued by Govt. of India (copy enclosed). "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 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: 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

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		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%2016%2009%202020.pdf 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.
24.	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.
25.	RISK & COST CLAUSE	Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier. RISK & COST Risk and Cost against Balance Work: $\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$ Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter 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.

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---	--------------------------------------	---	--

		Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount. LD against delay in executed work/supply in case of Termination of Contract LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of 30work/supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/supply" is given below. 1. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1 2. Let the value of executed work/supply till the time of termination of contract= X 3. Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y 4. Delay in executed work/supply attributable to contractor/supplier i.e. $T2 = (1 - X/Y) \times T1$ 5. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier. Note: Incase portion of work/supply is withdrawn; no LD shall be applicable for portion of work/supply withdrawn.
26.	NOTE	Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply. 1. GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor on GSTN Portal. 2. Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [if (a) above could not be complied]. 3. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements. 4. In case vendor delays declaring such invoice in his return & GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from vendor/contractor along with interest levied/leviable.be obtained from

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		vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.
27.	Provisions for MSE vendors	PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES) 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. 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. 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). PURCHASE PREFERENCE FOR MSE VENDORS: (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: 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. 3% of the 25% will be earmarked for women owned MSE's. 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) & (2) are fulfilled. 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. (For Items which are not divisible in nature)

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		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: 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. 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).
28.	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	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: 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 3. An entity substantially controlled through entitles incorporated, established or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country, or 5. An Indian (or other) agent of such an entity; or 6. A natural person who is a citizen of such a country; or 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above IV. The beneficial owner for the purpose of (iii) above will be as under: 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- 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; 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; 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;

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		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; 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; 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. V. An Agent is a person employed to do any act for another or to represent another in dealings with third person. 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. * 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. * 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/) 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.
29.	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.
30.	e-Invoicing under GST	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. 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.
31.	Change in scope of tender	In case of changes in scope of the tender and/ or technical specifications and commercial terms & conditions by BHEL during techno commercial evaluation, the same will be communicated only to the bidders who have participated in the tender. The techno-commercially qualified bidders will be asked for submitting impact price bid, if any is applicable as per BHEL purchase policy and guidelines.
32.	Validity of offer	90 Days from Part-I Opening

	SOLAR BUSINESS DIVISION (SBD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	Item Description: SUPPLY OF yuken make DC valves for BHEL SBD Bangalore. Tender Ref. No. : 30031578
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33.	TDS u/s 194Q	TDS u/s 194Q as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted from vendor's bill. 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. 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). 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.
34.	Note	1. In place of EPD, Bangalore, it may be read as SBD Bangalore. 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. 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.