

	<b>SOLAR BUSINESS DIVISION (SBD)</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	<b>Reference No: TGPBOS0065</b>
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<b>These conditions shall be read in conjunction with General Condition of Contract (GCC Rev R0) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.</b>		
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	Techno commercial MOU
2.	Item Details	Techno commercial MOU for design and supply of floaters and associated Anchoring and Mooring of floaters for various floating solar PV projects across India.
3.	Consignee Details (Ship To) [To be mentioned in LR/Suppliers' Invoice etc.]	Consignee address will be informed at the time of actual tender for procurement. Consignee address in LR and Invoice should be strictly as per above.
4.	Site Location [for Commissioning Support]	Site location will be informed at the time of actual tender for procurement.
5.	Buyer and 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
6.	Buyer e-mail ID	For Commercial clarifications: pragadeeshtg@bhel.in, aknived@bhel.in For Technical Clarifications: punammishra@bhel.in
7.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
8.	Integrity Pact	<b>APPLICABLE</b> (As per attached Format)  (a)IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

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		<table> <tr> <th>Sl no</th><th>IEM</th><th>EMAIL</th></tr> <tr> <td>1.</td><td>Shri. Arun Chandra Verma, IPS (Retd.)</td><td><a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a></td></tr> <tr> <td>2.</td><td>Shri Virendra Bahadur Singh, IPS (Retd.)</td><td><a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a></td></tr> </table> <p>(b)The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/Three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c)Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p><b>Note:</b> No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department. For all clarifications/ issues related to the tender,</p> <table> <tr> <td>NAME</td><td>PRAGADEESH T G</td><td>A K NIVED KUMAR</td></tr> <tr> <td>DEPT</td><td>MM</td><td>MM</td></tr> <tr> <td>ADDRESS</td><td>BHEL SBD BENGALURU</td><td>BHEL SBD BENGALURU</td></tr> <tr> <td>PHONE</td><td>080-22182232</td><td>080-22182149</td></tr> <tr> <td>EMAIL</td><td><a href="mailto:pragadeeshtg@bhel.in">pragadeeshtg@bhel.in</a></td><td><a href="mailto:aknived@bhel.in">aknived@bhel.in</a></td></tr> </table>	Sl no	IEM	EMAIL	1.	Shri. Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>	2.	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>	NAME	PRAGADEESH T G	A K NIVED KUMAR	DEPT	MM	MM	ADDRESS	BHEL SBD BENGALURU	BHEL SBD BENGALURU	PHONE	080-22182232	080-22182149	EMAIL	<a href="mailto:pragadeeshtg@bhel.in">pragadeeshtg@bhel.in</a>	<a href="mailto:aknived@bhel.in">aknived@bhel.in</a>
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EMAIL	<a href="mailto:pragadeeshtg@bhel.in">pragadeeshtg@bhel.in</a>	<a href="mailto:aknived@bhel.in">aknived@bhel.in</a>																								
9.	Price Basis	<p>BHEL will finalise TC MOU with qualified bidders. Subsequently, based on BHEL requirement, individual enquiries shall be floated on Single Part/Two Part basis for obtaining price bids. Price Basis for such enquiries floated against TC MOU shall be as follows: <b>(Note: Price Bid is not to be submitted along with TC MOU offer)</b></p>																								

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		<p><b><u>Indigenous purchase:</u></b> Priced Quoted shall be FIRM Price till the completion of the supply of material against the Purchase order. Price to be quoted on FOR Project site basis, inclusive of packing &amp; forwarding charges. Taxes and Duties to be paid in line with GCC. Material to be dispatched on freight pre-paid basis to the Consignee Address. Insurance is in the scope of BHEL. <b>NO PVC APPLICABLE.</b></p> <p>All the other applicable taxes including Income taxes (TDS) as per prevailing Indian law shall be deducted from the payables &amp; paid to Govt. by BHEL.</p>
10.	Mode of Dispatch	<p>By Rail/Road It is also the Seller/Contractor's responsibility to ensure material is dispatched through shortest possible route.</p> <p>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.</p> <ul style="list-style-type: none"> <li>• Part shipment is allowed.</li> <li>• Transshipment is not allowed.</li> </ul>
11.	Transit Insurance	<p>In BHEL Scope. Insurance details shall be informed along with the NIT / Purchase Order. Prior Dispatch intimation shall be issued to Insurance Agency about the value of consignment, dispatch details, along with one set of documents consisting of LR copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent by email to the Insurance underwriter; and copy to the BHEL email IDs provided along with actual NIT/Purchase order</p>
12.	Transportation	<p>Site details shall be informed at the time of actual tender for procurement.</p>
13.	Unloading at Site	<p>In the scope of BHEL.</p>
14.	Delivery Schedule	<p>Delivery schedule shall be informed at the time of actual tender for procurement.</p>
15.	Delivery Failure and Termination/ Liquidated Damages	<p>Applicable as per Cl. No. 16 (Page 17 of 28) of GCC R0.</p> <p>Clause No. 16.2.1 of GCC to be read as:</p>

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		<p>Purchaser reserves the right to recover from the Seller/Contractor, as agreed, liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of undelivered portion per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract.</p> <p>NOTE:</p> <ol style="list-style-type: none"> <li>1. LR/RR date for indigenous supplies and AWB/ BL date for FOB/CIF/CIP/CFR/CPT contracts shall be treated as the date of delivery for levying LD as per Clause 16.</li> <li>2. In case of any amendment/revision, LD shall be linked to the amended/revised contract value and delivery date(s).</li> <li>3. If Order/ Contract involves two or more Units/ Sets/ Lots, then Liquidated Damages shall be for order/ contract value of the delayed Unit/ Set/ Lot, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot wise, however total LD amount shall be limited to 10% of total order value. (excluding taxes, duties and freight)</li> </ol>
16.	Payment Terms	<p>Supply portion:</p> <ol style="list-style-type: none"> <li>1) 75% (Seventy-five percent) of basic price of material supplied as per PO along with 100% of taxes, duties as applicable and freight charges shall be paid on prorata line item lot basis on completion of lot consisting of 3000 nos., or part thereof, within 60 days (MSE vendors will be paid within 45 days) from the receipt of the lot and receipt of complete set of documents as per PO/ contract subject to the acceptance of the Lot. To claim this vendor must submit the PBG valid for Warranty Period+3 months Claim Period from BHEL Consortium Bank. PBG to be submitted by OEM or OEM subsidiary company in India. PBG is a MUST.</li> <li>2) 20% (Twenty percentage) of basic price of material supplied as per PO shall be paid on prorata after installation of floater system for each 10 MW against certification of BHEL for satisfactory installation of float system and shall be paid within 60 days from the date of receipt of supplementary invoice with BHEL certificate.</li> <li>3) Balance 5% (Five Percent) of basic price of material supplied as per PO shall be paid after completion of total commissioning of FSPV against certification of BHEL which will be paid with within 60 days</li> </ol>

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		<p>from the date of receipt of supplementary invoice with BHEL certificate for satisfactory commissioning.</p> <p>4) For Spares: 100% (one hundred percent) of basic price of material supplied as per PO along with 100% of taxes, duties as applicable and freight charges shall be paid within 60 days from the receipt of the lot and receipt of complete set of documents as per PO/ contract subject to the acceptance of the Lot. To claim this vendor must submit the PBG valid for Warranty Period+3 months Claim Period from BHEL Consortium Bank. PBG to be submitted by OEM or OEM subsidiary company in India. PBG is a MUST.</p> <p>I&amp;C Portion:</p> <p>5) 100% (One hundred percent) of basic price of material supplied as per PO + 100% of taxes will be paid within 60 days against submission of GST invoice and satisfactory work completion certificate from BHEL.</p> <p>AMC Portion:</p> <p>6) 100% (One hundred percent) of basic price of material supplied as per PO + 100% of taxes will be paid against submission of certificate from BHEL.</p>
17.	Documents to be Submitted by Seller/Contractor for Claiming Payment	<p><b>For Supply Package:</b></p> <ul style="list-style-type: none"> <li>GST complaint Invoice (Original for Buyer + 1 Copy).</li> <li>Original Copy of receipted LR</li> <li>Original Material Receipt Certificate from BHEL site (MRC)</li> <li>Packing List - Shall Be in Line with PO Material Code and Clearly Showing Number of Packages, Gross Weight and Net Weight-(Original+3 Copies).</li> <li>Guarantee/Warranty Certificate</li> <li>Copy of Insurance Intimation [Sent by The Supplier to Insurer – as per cl. no. 8 above].</li> <li>Material Dispatch Clearance Certificate by BHEL/Customer</li> </ul> <p><b>For I&amp;C and AMC Package:</b></p> <ul style="list-style-type: none"> <li>GST complaint Invoice (Original for Buyer + 1 Copy).</li> <li>Original Work Completion Certificate from BHEL site (WCC)</li> <li>Guarantee/Warranty Certificate</li> </ul>

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18.	Guarantee/Warranty Certificate for Supply	(A) FOR SUPPLY: 10 YEARS FROM SUPPLY DATE (B) FOR I&C: 10 YEARS FROM I&C CERTIFICATION DATE
19.	Performance Bank Guarantee (PBG)	(a) PBG shall be furnished by the OEM or OEM subsidiary company registered in India in the BHEL prescribed format from any one of BHEL Consortium bank only.
20.	Document Approval	BY BHEL/CUSTOMER
21.	Inspection Agency	BY BHEL/CUSTOMER
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</p>



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		same.
24.	Customs Duty	As Applicable on basis of project
25.	Direct Taxes	<p>Clause No. 4.6 of GCC to be read as:</p> <p>4.5 Direct Taxes</p> <p>4.5.1 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>4.5.2 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>
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:</li> </ol>

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		<ol style="list-style-type: none"> <li>a) Seller/Contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act.</li> <li>b) The tax component charged by the Seller/Contractor in the invoice should be matched with the details uploaded by Seller/Contractor in GSTR-1.</li> <li>c) Confirmation of payment of GST thereon by Seller/Contractor on GSTN portal</li> <li>3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the 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>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)</li> <li>b) The bidder should have been registered with the appropriate authority under relevant GST laws.</li> <li>c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer</li> <li>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.</li> <li>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.</li> </ol>
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> </ol>

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		<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 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.</p> <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 under GST	<p>E-invoicing under GST is being implemented w.e.f 1<sup>st</sup> April 2022 for all the taxable person having turnover more than Rs. 20 Crore. It has been specified by the Government 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 supplied in e-Invoicing System.</p> <p>In case the vendor delays or fails to provide all the documents as per the Purchase Order at the time of submitting Tax Invoice to BHEL, any subsequent financial loss to BHEL on account of vendor shall be to vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.</p>
31.	Tax Collected at Source (TCS)	Not applicable
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</li> </ul>

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		<p>attributable to the Contractor/ Supplier.</p> <ul style="list-style-type: none"> <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= <math>[(A-B) + (A \times H/100)]</math> Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the Contractor/ Supplier at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply)</p> <p>Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk &amp; cost amount.</p> <p>Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.</p> <p>Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved,</p>
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		<p>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.	Preference to Make in India	<p>This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated <a href="#">15.06.2017</a>, <a href="#">28.05.2018</a>, 29.05.2019 &amp; 04.06.2020 issued by Govt. of India.</p> <p>"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated <a href="#">15.06.2017</a>, <a href="#">28.05.2018</a>, 29.05.2019 , 04.06.2020, 16.09.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ POI WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."</p>

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		<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:  <a href="https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf">https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf</a>  <a href="https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf">https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf</a>  <a href="https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf">https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf</a>  <a href="https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf">https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf</a>  <a href="https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf">https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf</a></p> <p>Certification (as applicable) giving the percentage of local content, in line with PPP-MII order, to be submitted as per attached Annexure-1(A) for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore or Annexure-1(B) for procurement value more than Rs. 10.00 Crore.</p>
34.	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 UDYAM Registration Certificate 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>

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	<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>  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 SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender.</li> </ol> <p><b>(For Items which are not divisible in nature)</b>  MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 100% of the requirement against this tender provided:</p> <ol style="list-style-type: none"> <li>1. The MSE vendor matches the L1 price.</li> <li>2. L1 price is from a non MSE vendor.</li> <li>3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 – nearest to L1).  In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).</li> </ol>
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		<p>4. No distribution shall be done specifically to women owned MSEs or SC/ST owned MSEs in such cases.</p> <p><b>Documents to be submitted for claiming MSE status and intended benefits:</b>  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>
35.	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.
36.	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.</p> <p>DPIIT (Department for Promotion of Industry and Internal Trade) Certificate of Recognition for Startups to be submitted for availing benefits.</p>
37.	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	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not 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.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:</p> <ol style="list-style-type: none"> <li>1. An entity Incorporated, established or registered in such a country; or</li> <li>2. A subsidiary of an entity Incorporated, established or registered in such a country; or</li> <li>3. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>4. An entity whose beneficial owner is situated in such a country, or</li> <li>5. An Indian (or other) agent of such an entity; or</li> <li>6. A natural person who is a citizen of such a country; or</li> <li>7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ol>



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		<p>IV. The beneficial <i>owner</i> for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> <li>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- <ol style="list-style-type: none"> <li>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;</li> <li>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;</li> </ol> </li> <li>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</li> <li>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;</li> <li>4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;</li> <li>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</li> </ol> <p>V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.</p> <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.  * 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 (<a href="https://www.mea.gov.in/">https://www.mea.gov.in/</a>)</p>
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		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.
38.	Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI	Applicable
39.	Reverse Auction	“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”
40.	Quantity Splitting	Quantity splitting shall be informed along with the NIT for procurement.
41.	<b>Quantity Variation</b>	<b>Applicable as per GCC</b>
42.	Evaluation	<p>The evaluation currency for this tender shall be INR.</p> <p>Evaluation will be done on overall (Supply) L1 basis as per cl no 19.0 of GCC (Instructions to Bidder).</p> <p>Any new taxes/ duties structure as and when implemented by the Government shall become applicable &amp; evaluation shall be done based on the new taxes/ duties structure.</p>
43.	Change of Scope	<p>In case of changes in scope of the tender and/ or technical specifications and commercial terms &amp; conditions by BHEL during techno commercial evaluation and before Price bid Opening, the same will be communicated only to the bidders who have participated in the tender.</p> <p>The techno-commercially qualified bidders shall be asked to submit Impact Price bid, as applicable.</p>
44.	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.

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45.	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.
46.	Offer Validity	Offer Validity shall be informed along with the NIT for procurement.
47.	Note	<ol style="list-style-type: none"> <li>1. In place of EPD, Bangalore, it may be read as SBD Bangalore.</li> <li>2. Any vendor who has been banned by BHEL or against whom action due to non-performance has been initiated by BHEL are not eligible for participation. Such offers will not be considered for evaluation and will be rejected.</li> <li>3. Bidders shall confirm acceptance of technical specification which is part of the tender document (If Applicable). Any deviation from technical specification can be rejected at BHEL's discretion. Not applicable to this tender.</li> </ol>
48.	Mandatory PMD registration with BHEL-EPD	TC MOU will be signed only with vendors who are registered as PMD vendors as on date of TC MOU. Bidders, who are not registered with BHEL-SBD, are requested to get registered through online supplier registration portal available on <a href="http://www.supplier.bhel.in">http://www.supplier.bhel.in</a>
49.	MOU FORMAT	The MOU Format attached with the NIT is tentative. The same will be finalized with the qualified bidders on mutually agreed contract and legal terms and conditions.
50.	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.
51.	Validity of TC MOU	The MOU shall stand valid for One (01) years from the date of finalization of the MOU. The MOU validity may be extended even after the initial period of One (01) years if required by BHEL, with the consent of Bidder.
52.	Pre Bid Tie ups	Subsequent to the TC-MOU BHEL may intend to go for Pre bid tie ups with the TC MOU signed bidder.

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