
	<b>SOLAR BUSINESS DIVISION</b> (Erstwhile known as Electric & Photovoltaic Division)	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b> Revision No. 00	<b>CPBG MATERIAL</b> <b>TENDER NO. 12303497 – SUPPLY OF LPBS-NFP FOR YADADRI PROJECT</b>
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### TERMS & CONDITIONS:


#### NOTE:

- 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.
- As per the GOI directive, GeM procurement is mandatory. All bidders are requested to on-board on GeM Portal for their all products. Order shall be placed only after obtaining GeM Seller ID of the L1 bidder.
- Our unit name has been changed to SOLAR BUSINESS DIVISION (SBD) from ELECTRIC & PHOTOVOLTAIC DIVISION (EPD) w.e.f. 09.10.2020


1.	Type of Contract	Unit Rate on Ex-works basis
2.	Item details	<b>LPBS NON FLAME PROOF</b>
3.	Project Name	<b>YADADRI PROJECT</b>
4.	BHEL's Customer	<b>TSGENCO</b>
5.	Consultant	-
6.	Customer Approval	This is a conditional Tender Enquiry. Offers submitted by vendor may be sent for End-customer approval. In such case, Price Bids shall be opened / RA shall be conducted for end-customer approved vendors only. Offers of non-approved vendors will not be considered for further evaluation.
7.	Consignee address	CONSTRUCTION DIVISION, YADADRI TPS (5X800 MW), DAMERACHERLA (MANDAL)/ VEERLAPALEM (VILLAGE), NALGONDA, TELENGANA, INDIA - 508355
8.	Buyer and Paying Authority	Bharat Heavy Electricals Limited - SBD, Bangalore
9.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
10.	Location of Plant	Refer Technical specification for details
11.	Mode of Dispatch	By Road / Rail /  For Indigenous Bidders: On door delivery and freight pre-paid basis. Transit Insurance will be in BHEL scope. Note: It is Vendor's responsibility to ensure availability of Trucks/ships schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. <ul style="list-style-type: none"> <li>Part shipment is allowed.</li> <li>Transshipment is not allowed.</li> <li>It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.</li> </ul>
12.	Transportation & Freight Charges	Material to be dispatched on freight pre-paid basis including destination charges as per GCC Clause no. 8 (DELIVERY TERM).
13.	Road Permit / E-waybill	Road Permit / E-way bill, to be arranged by Supplier / Transporter / BHEL (as per GOI mandate).
14.	Price basis	<u>For Supplies:</u> Firm price. <u>For Service:</u> Firm price.  All the other applicable taxes including Income taxes (TDS) as per Indian law shall be deducted from the payables & paid to Govt. by BHEL. GST for Services required in case of foreign purchase as per GST rules shall be paid by BHEL on reverse charge basis. Any Service contract executed in India by Foreign vendors will attract Income tax. BHEL needs to deduct income tax for the Service Portion (i.e. INSTALLATION/ ERECTION & COMMISSIONING (E&C), TRAINING AND DOCUMENTATION) & pay the same to Government of India. The attached "Form No. 10F" (Annexure-II) shall be filled up by vendors & submit to BHEL. This will enable BHEL to pay income tax @ 10% (Without the form it will be 20%) to Govt. of India. Vendors can avail credit in their country based on the Double Taxation Avoidance Agreements (DTAA) between INDIA & their Country for the tax deducted & paid in India.


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15.	Validity of Offers & Contract	<b>Cl. No. 7.0 of GCC [VALIDITY OF OFFER] shall be read as:</b> Vendors' offers shall be submitted with the following validity periods: i. Original offer shall be valid for 90 days from Part-I opening for placement of order. ii. In case of revised price bid/ price impact/negotiation/Reverse Auction, the validity of the same shall be 60 days from the date of revised price bid/ price impact/negotiated price/Reverse Auction or 120 days from Part-I opening, whichever is later. iii. Prices of items shall be valid till the contract period for placement of order. iv. Offers with shorter validity are liable to be rejected.
16.	Evaluation of Offers	The evaluation currency for this tender shall be INR. <b>Evaluation of the tender shall be done on the basis of overall delivered cost of Package</b> , i.e. 'total cost to BHEL' of the package w.r.t the finalized technical scope and commercial conditions and taking into consideration loadings, if any, and all available financial advantages. Vendors are supposed to fill all the Price Formats (for Supply & Service) in all respects. If any Price Format/cell of Price Format is left blank by the bidder, it shall be treated as "quoted by the bidder on Free of Cost to BHEL", unless specified otherwise elsewhere in the NIT. All prices (except for main Price Schedule) shall be quoted on Ex-works basis. Prices in Main Price Schedule (for supply) shall be quoted inclusive of Freight Charges and Freight percentage to be declared separately in offer. In case of any addition/deletion/modification (upto +/- 30% of Contract Value), Freight charges shall be operated according to this declaration only. If the Freight percentage is not declared by supplier in their offer, the same shall be considered as "FREE OF COST" and future amendments shall be processed accordingly.
17.	Transit Insurance	In BHEL scope. Prior dispatch, intimation shall be issued to insurance agency by the supplier about the value of consignment, dispatch details, along with one set of documents consisting of LR /BL copy, packing list, challan indicating the items dispatched (with their weights). Policy no. 0000000033875935; validity: 01/06/2023 till 31/05/2024 email to be marked to: customer.care@sbgeneral.in with a copy to BHEL officials as per following: nagarajpk@bhel.in; upender.kumar@bhel.in; aknived@bhel.in; <a href="mailto:japb@bhel.in">japb@bhel.in</a> ; rkmech@bhel.in.
18.	Unloading at Site	Unloading will be in the scope of BHEL.
19.	Documents submission Schedule	<b>A. DRAWING SUBMISSION BY VENDOR: A. FIRST SUBMISSION WITHIN 15 DAYS FROM PO DATE/INPUTS BY BHEL (WHICHEVER IS LATER).</b>  <b>NOTE:</b> 1. Revised documents (if required) to be submitted within 7 days from the date of comments from BHEL. 2. Also note that the delay in document submission/re-submission shall be suitably adjusted (reduced) from the agreed delivery period
20.	Delivery Schedule	DELIVERY SHALL BE 45 DAYS FROM THE DATE OF MANUFACTURING CLEARANCE BY BHEL or CAT 1 APPROVAL (QP, DRG whichever is latest) whichever is later".
		<b>SUPPLY PACKAGE</b> <b>9.1.2.1 For indigenous purchase</b> a. Hundred Percent (100%) of basic price of the material supplied as per PO, along with 100% taxes, duties, P&F Charges & Freight Charges (as applicable), shall be payable on pro-rata basis within 90 days (45 days for vendors qualified and registered as Micro or Small as per MSMED Act & 60 days for Medium Vendors) from the date of receipt of goods (receipted LR) and receipt of complete set of documents as specified in contract.
22.	Quantity Variation	APPLICABLE UPTO ± 30% OF THE CONTRACT VALUE.
23.	Guarantee Period	Applicable as per Cl. 12.0 of GCC R0. Guarantee period shall be 18 months from the dispatch for each lot on pro rata basis. The 10% value of BG shall be derived from total contract price only. Based on the lot supply, at the end of Guarantee period of a particular lot, the value of the BG will be reduced to that extent (10% of lot Value).
24.	Contract Performance	i. For original order / contract values above Rs. 25 Lakhs (excluding taxes, duties and freight), the vendor shall submit Contract Performance Bank Guarantee within 10 days from the date of

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	Bank Guarantee (CPBG)	<p>LOI/LOA/PO for 10% of Order/ Contract value (excluding taxes, duties &amp; freight) to cover the due performance of Order/ Contract and to fulfill the guarantee conditions stipulated in the Order/ Contract. However, BG value can be proportionality reduced after completion of Guarantee period Unit-wise/ Lot-wise/ Set-wise, as applicable.</p> <p>ii. Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in order/ contract value up to 20%. Beyond this, the Seller/ Contractor shall arrange to enhance or reduce the value of the Bank Guarantee accordingly.</p> <p>iii. Validity of the Bank Guarantee shall be for the entire Guarantee period + 3 months claim period. Initially, it should be at least 18 months + 3 months claim period, later extended to cover the entire guarantee period, two months before its expiry.</p> <p>iv. Purchaser reserves the right to encash the bank guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Seller/ Contractor in fulfillment of performance of the Order/ Contract.</p> <p>v. Equivalent amount shall be recovered from payment due to the Seller/ Contractor, before releasing any payment, in absence of a valid bank guarantee.</p> <p>vi. Bank Guarantees shall be from Consortium Bank as per Annexure-X. Bank guarantees from cooperative banks/ non-scheduled banks are not acceptable.</p> <p>vii. In case of private sector banks, a clause to be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in Bangalore.</p> <p>viii. Two witness signatures from bank officials, other than the bank official who has already signed is a must. BG is to be submitted directly by the issuing bank to concerned purchase officer, under registered post (A/D).</p> <p>ix. The Bank Guarantee to be provided in the hard and not in the SFMS format”. Our bank details are as follows:</p> <p>a. Name of the Bank &amp; Branch: IDBI Bank Limited, Trade Finance</p> <p>b. Address of the Branch: Trade Finance, IDBI House, 58, 1<sup>st</sup> Floor, Mission Road, Bengaluru-560027</p> <p>c. NEFT IFSC Code: IBKLO000377</p> <p>d. Account No.: 008103000003605</p> <p>e. RTGS IFSC Code: IBKL0000377</p> <p>x. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.</p>
25.	Limitation of Liability	Applicable as per clause 26.1 of the GCC R0.
26.	Inspection Agency	<p>➤ <b>Vendor need to take quality clearance &amp; dispatch clearance before dispatching items.</b></p> <p>➤ Vendor need to refer following two documents (attached with NIT) to obtain quality clearance -</p> <p>a. Categorization Plan (To know inspection Category of item i.e. Cat –I, Cat IA, Cat-II &amp; Cat III)</p> <p>b. Approved QAP / Standard Quality Assurance Plan – SQAP (To know applicable requirements of Inspection Reports /Test Reports/ COC to be submitted for the items)</p> <p>➤ For quality clearance vendor has to submit applicable Inspection Report/Test Certificates/COC (Certificate of Conformance) as mentioned in SQAP. COC format is available in SQAP.</p> <p>➤ To submit these documents, vendor has to raise inspection call in on-line inspection portal <a href="http://www.cqir.bhel.in">www.cqir.bhel.in</a> &amp; upload documents. For any assistance, refer help file available on the portal or follow link <a href="https://cqir.bhel.in/Cqir/jsp/Masters/Help_File_for_suppliers.pdf">https://cqir.bhel.in/Cqir/jsp/Masters/Help_File_for_suppliers.pdf</a></p> <p>➤ For Cat-I Items, vendor need to obtain Type test, drawing, data sheet &amp; quality plan approval before taking up manufacturing. While raising inspection call/ joint inspection call in the portal, vendor need to take confirmation from BHEL regarding selection of Inspection Agency and joint inspection with end customer. Pre-Dispatch Inspection (PDI) will be carried out by BHEL OR BHEL authorized Third Party Inspection Agency (TPIA) at Manufacturer’s works.</p> <p>➤ For Cat-IA items, while raising inspection call in the portal, vendor need to take confirmation from BHEL regarding selection of Inspection Agency. Pre-Dispatch Inspection (PDI) will be carried out</p>

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		<p>by BHEL OR BHEL authorized Third Party Inspection Agency (TPIA) at Manufacturer's works. Inspection will be carried out as per PO, Approved drawing /data sheet, SQAP.</p> <ul style="list-style-type: none"> <li>➤ For Cat-II &amp; Cat-III items, while raising inspection call vendor need to select inspection agency as BHEL-SBD Bangalore. For these items generally quality clearance is given by BHEL based on review of submitted Inspection Report/Test Certificates/COC and their acceptance. BHEL reserve all rights to carry out PDI for these items also.</li> <li>➤ In case of items not mentioned in Categorization Plan vendor need to confirm the inspection requirements from BHEL.</li> <li>➤ Vendor need to raise inspection call in portal at least 15 days in advance (from the delivery due date) to arrange timely inspection and dispatch clearance. There should be minimum 7 days' time gap between delivery due date and Inspection plan date.</li> <li>➤ 3 days are required for inspection and arranging MDCC. Material is to be dispatched within 4 days from the date of MDCC by BHEL. In case of any delay in issuance of MDCC by BHEL, delivery due date shall be suitably adjusted.</li> <li>➤ Inspection and clearance and testing by itself shall not relieve the vendor/contractor/manufacturer from any obligation of the order/contract.</li> <li>➤ Penalty after item not ready for inspection call / failure during inspection, the expenses incurred by BHEL representative for travel stay etc. / TPIA charges shall be debited to vendor's account.</li> </ul> <p><b>No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate from BHEL-SBD Material Management Department irrespective of inspection categories.</b></p>	
27.	Demurrage charges	Demurrage charges shall be paid by supplier/vendor only to the transporter. No claim shall be acceptable to BHEL in this regard.	
28.	Organization Chart	Contact details (Email, Mobile No. and Phone no.) for concern person to be submitted by the Bidder.	
29.	Delivery Failure and Termination/ Liquidated Damages	<p>Applicable as per Cl. No. 16 (Page 17 of 28) of GCC R0.  Clause No. 16.2.1 of GCC to be read as:  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:  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.  2. In case of any amendment/revision, LD shall be linked to the amended/revised contract value and delivery date(s).  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)</p>	
30.	TAXES AND DUTIES (Clause No. 4.1, 4.2 & 4.3)	<p>Clause No. 4.1, 4.2 &amp; 4.3 of GCC to be read as:  4.1 CGST/SGST/UTGST/IGST  4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.  4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice.  4.1.3 The purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB.  4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC.  4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice subject to Cl. No. 24 of SCC.</p>	


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31.	OTHER TAXES & LEVIES (Clause No. 4.4)	Clause No. 4.4 of GCC of GCC to be read as: <b>4.4 OTHER TAXES &amp; LEVIES</b> 4.4.1 All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser.
32.	CUSTOMS DUTY (Clause No. 4.5 of GCC)	Clause No. 4.5 of GCC to be read as: <b>4.5 CUSTOMS DUTY</b> 4.5.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. 4.5.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid.
33.	DIRECT TAXES (Clause No. 4.6 of GCC)	Clause No. 4.6 of GCC to be read as: <b>4.6 DIRECT TAXES</b> 4.6.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel. 4.6.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.
34.	STATUTORY VARIATION (Clause No. 5.0 of GCC)	Clause No. 5.0 of GCC to be read as: <b>5.0 STATUTORY VARIATION</b> 5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex- works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule. 5.3 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.3
35.	TRANSPORTATION & FREIGHT CHARGES (Clause No. 8 of GCC)	Clause No. 8 of GCC to be read as: <b>TRANSPORTATION &amp; FREIGHT CHARGES</b> All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. Road Permit/E-way bill, if required, will be arranged by Supplier.
36.	New Clause of GCC	<b>9.7 Other clauses</b> 1. Vendor/Supplier will intimate BHEL along with LR/RR (as applicable) immediately on removal of goods from vendor/supplier works. 2. All payments against Tax Invoice to vendors/contractors shall be released only after: a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal 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




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		<p>other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL.</p> <p>Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.</p>
37.	Documents to be Submitted by Vendor	<p>9.3 <b><u>DOCUMENTS TO BE SUBMITTED BY VENDOR</u></b></p> <p>9.3.1 <b>For Recognition of Dispatch</b> Copy of the following documents by e-mail/ fax immediately on dispatch:</p> <ol style="list-style-type: none"> <li>Invoice</li> <li>LR /BL/AWB</li> <li>Packing List</li> <li>Insurance Intimation</li> <li>Dispatch Clearance</li> <li>E-way bill part-B</li> </ol> <p>9.3.2 <b>For Claiming payments:</b></p> <p>9.3.2.a <b>For 100% Payments for Supply</b> Following documents to be submitted</p> <ol style="list-style-type: none"> <li>GST Invoice – original + 1 copy</li> <li>Receipted LR – original or copy</li> <li>Packing List (clearly showing number of packages, gross weight and net weight) – original + 1 copy</li> <li>Dispatch Clearance from BHEL/Customer – 2 copies</li> <li>Guarantee Certificate – original + 1 copy</li> <li>Insurance Intimation - 2 copies</li> <li>CAT-A approval of documents by BHEL (only if delivery is due from date of CAT-A approval) – 1 copy</li> <li>MDCC copy</li> <li>E way bill</li> </ol>
38.	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> <li>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>In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.</li> </ol>
39.	RISK & COST CLAUSE	<p>Risk &amp; 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.</p> <p>Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.</p> <p>Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.</p> <p>Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.</p> <p>Reasonable notice shall be given for rectification of the breach. In case of non-rectification during this notice period, Purchaser shall Invoke the Risk and Cost.</p>


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		<p><b><u>RISK &amp; COST</u></b></p> <p>Risk and Cost against Balance Work:</p> $\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$ <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 contract quantities.</p> <p>Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as ‘Balance scope of work/supply’ for calculating Risk &amp; Cost amount.</p> <p>LD against delay in executed work/supply in case of Termination of Contract</p> <p>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>
40.	NOTE	<p>Delivery Challans &amp; Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply.</p> <ol style="list-style-type: none"> <li>1. GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor on GSTN Portal.</li> <li>2. Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [If (a) above could not be complied].</li> <li>3. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements.</li> <li>4. In case vendor delays declaring such invoice in his return &amp; GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from vendor/contractor along with interest levied/leviable.be obtained from vendor</li> </ol>


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		alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.
41.	Conciliation Clause	The Conciliation Scheme 2018 attached as <b>Annexure-A</b> shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.
42.	Provisions for MSE 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 MSEs 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. Vendors have to submit the Udyog Aadhaar Memorandum (UAM) /UDYAM Registration certificate along with attested copy of a CA certificate [as per <b>Annexure-G (i) or (ii)</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. 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>A. 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 SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender.</li> </ol> <p><b>B. For Items which are not divisible in nature:</b></p> <p>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></p> <p>Option 1(valid till 31.03.2021): Submission of Udyog Aadhar Memorandum along with CA certificate as per Annexure-G (i).</p> <p>Option 2: Submission of Udyam Registration certificate along with CA certificate as per Annexure-G (ii).</p>



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43.	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>
44.	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>An entity Incorporated, established or registered in such a country; or</li> <li>A subsidiary of an entity Incorporated, established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>An entity whose <i>beneficial owner</i> is situated in such a country, or</li> <li>An Indian (or other) agent of such an entity; or</li> <li>A natural person who is a citizen of such a country; or</li> <li>A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ol> <p>IV. The <i>beneficial owner</i> for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> <li>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>"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>"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>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>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>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>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.</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>

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		<b>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 letter head as per Annexure-D (i) or Annexure-D (ii) – as applicable.</b>
45.	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 <b>Annexure-E</b> . 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.
46.	Certification for percentage of local content, in line with PPP-MII order, if applicable	Certification (as applicable) giving the percentage of local content, in line with PPP-MII order, if applicable to be submitted as per attached <b>Annexure-F (i)</b> for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore or <b>Annexure-F (ii)</b> for procurement value more than Rs. 10.00 Crore.
47.	Relaxation in Public Procurement Norms for Startups	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.
48.	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.
49.	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.
50.	Splitting	Not Applicable.