

 	<b>SOLAR BUSINESS DIVISION (SBD)</b>	<b>ANNEXURE TO SPECIAL CONDITIONS OF CONTRACT (SCC)</b>
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**ANNEXURE-VIII**  
**LOADING CRITERIA**

No deviations in SCC terms and conditions are generally acceptable, and bids with deviations are liable to be rejected. However, in exceptional circumstances, BHEL may accept deviations with Loading as given below:

**A) PAYMENT TERMS**

1. Payment will be released within 45 days after receipt of complete documents or as per schedule mentioned in SCC/order/ contract.

Loading will be done for vendors seeking earlier payment w.r.t. above, for the value and the period of deviation, as per below Clause.

Interest Rate for loading will be taken as Base rate of SBI (as applicable on the date of bid opening, Techno-commercial bid, in case of 2 part bids) + 6% for the period of relaxation sought by the bidders.

Time periods assumed by BHEL for a few activities are as follows:

- Payment through Bank – 30 days from receipt of invoice + documents.
- Receipted LR – 30 days from despatch.
- Material Receipt Certificate (MRC) – 120 days from despatch.

**However, for Foreign Purchase, CAD at sight and Confirmed LCs are not permitted.**

**B) BANK GUARANTEE `**

Non submission of Bank Guarantee – No deviation is permitted, if applicable as per NIT.

**C) LIQUIDATED DAMAGES**

If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including taxes, duties & freight.

If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) .

**D) PRICE VARIATION CLAUSE (PVC)**

PVC Instead of Firm Price – Maximum ceiling of PVC as demanded by vendor.

**E) NO DEVIATION IS ALLOWED IN RISK PURCHASE/RISK & COST CLAUSE.**

**ANNEXURE-II: PRICE DEVIATION SHEET (COST OF WITHDRAWAL)**

**Tender Description: (To be filled by the vendor): .....**

**Tender Ref: (To be filled by the vendor).....**

**NAME OF VENDOR:-**

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	PORTION OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION	REMARKS
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**TECHNICAL DEVIATIONS (Fill "NIL" in case of no deviation)**


**COMMERCIAL DEVIATIONS (Fill "NIL" in case of no deviation)**


**PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE**

<b>NAME</b>	<b>DESIGNATIONS</b>	<b>SIGN &amp; DATE</b>	

**NOTES:**

- For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the FOR site price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations in detail in the above format only on cost basis (if any). Cost of withdrawal for the deviations, for which, the "Cost of withdrawal" is not specified, shall be taken as NIL.
- Any deviation not mentioned above and shown separately will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not at all be accepted.
- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
- Cost of withdrawal is to be given separately for each deviation. In no event, bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of each deviation which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (positive/negative) is not specified, it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/negative), positive will be considered for evaluation and negative for ordering.

**ANNEXURE-II: UN PRICE DEVIATION SHEET (COST OF WITHDRAWAL)**

**Tender Description: (To be filled by the vendor): .....**

**Tender Ref: (To be filled by the vendor).....**

**NAME OF VENDOR:-**

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	PORTION OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION	REMARKS
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**TECHNICAL DEVIATIONS (Fill "NIL" in case of no deviation)**


**COMMERCIAL DEVIATIONS (Fill "NIL" in case of no deviation)**

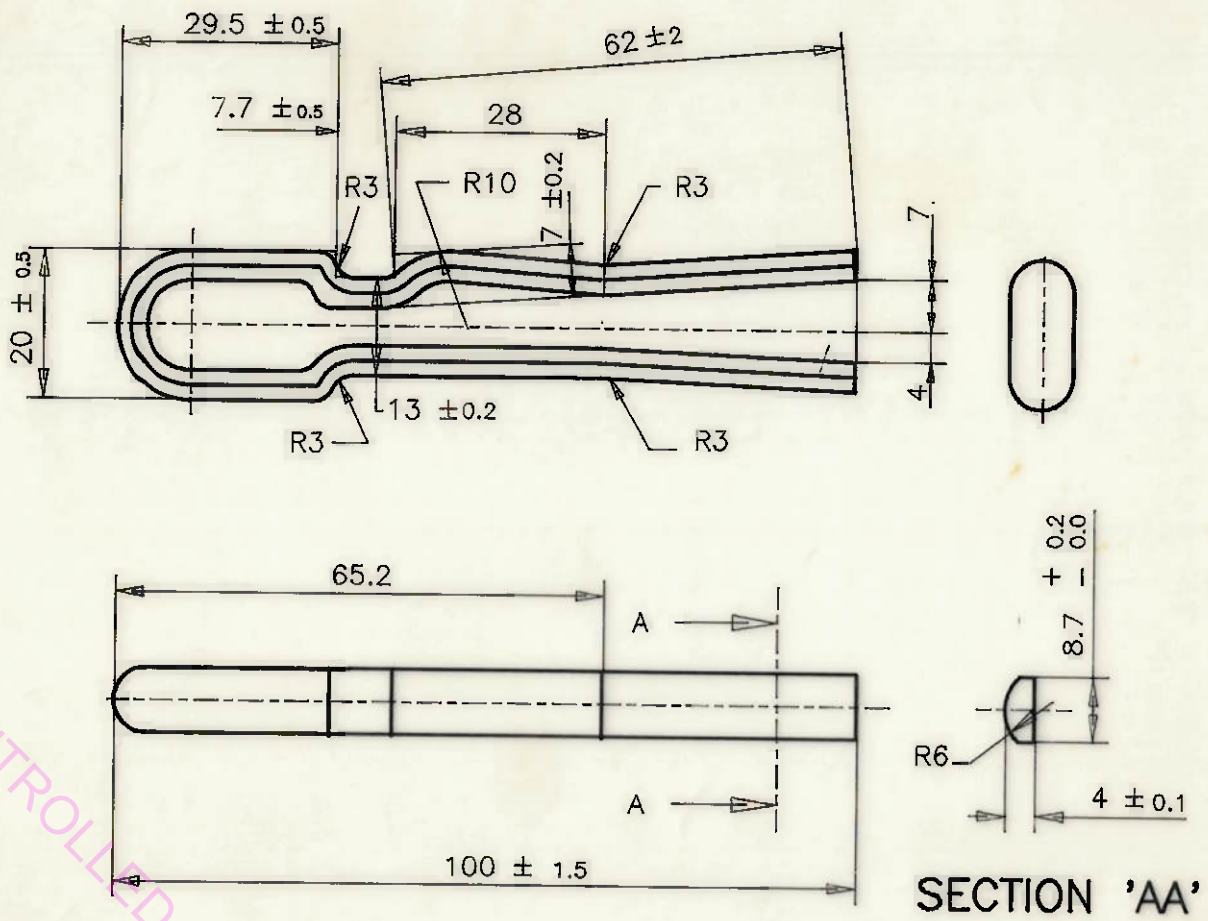

**PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE**

<b>NAME</b>	<b>DESIGNATIONS</b>	<b>SIGN &amp; DATE</b>	

**NOTES:**


- For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the FOR site price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations in detail in the above format only on cost basis (if any). Cost of withdrawal for the deviations, for which, the "Cost of withdrawal" is not specified, shall be taken as NIL.
- Any deviation not mentioned above and shown separately will not be taken cognizance of.
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- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
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- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not at all be accepted.
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- Cost of withdrawal is to be given separately for each deviation. In no event, bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of each deviation which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (positive/negative) is not specified, it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/negative), positive will be considered for evaluation and negative for ordering.

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NOTES:


- 1 CLIP DIMENSIONS CONFORM TO FIG. 2 OF IS:2486 (Part III) -1974 AND IEC Pub. 372-1984
- 2 SHARP CORNERS ARE TO BE ROUNDED OF BY R 0.5 mm
- 3 MATERIAL : AUSTENITIC STAINLESS STEEL (AISI -304 TYPE)

INVENTORY No.	SIGN AND DATE	REF. DRG. No.	 <b>BHARAT HEAVY ELECTRICALS LTD;</b> ELECTROPORCELAINS DIVISION BANGALORE 560 012		NAME	SIGN	DATE
					DRN	N.K.IDDALAGI	06 09 1997
DEPT	GRADE OF TOL. DIM.	SCALE	WEIGHT (kg)	REF. TO ASSY DRG.	ITEM No.	No.OF ITEMS	
							CHD
CODE	C/M/F	1:1	0.045 (Approx)	APPD	Y B R	41-09-97	
TITLE				CARD CODE	DRAWING No.		
STANDARD SPLIT PIN ('R' CLIP)					4 980 05 00423		
FOR 24 mm DESIGNATION SOCKET COUPLING					00		
(STAINLESS STEEL)				SUB No.		No.OF SHEETS	



[illegible]

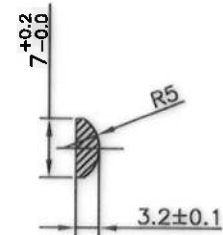
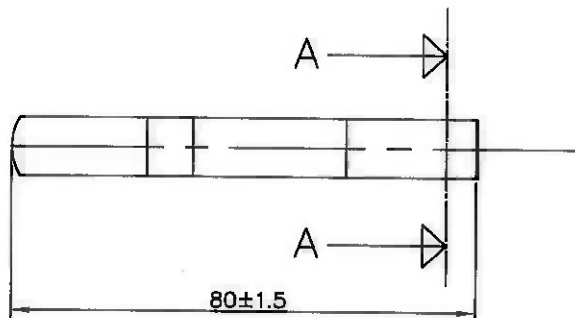
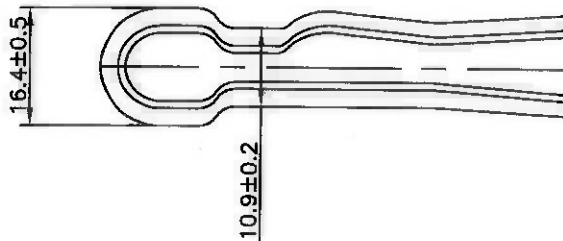
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DEPT.	GRADE OF TOL. DIM.		SCALE	WEIGHT (kg)	REF. TO ASSY. DRG.	ITEM NO.	NO. OF ITEMS
CODE	C/M/F		NTS	0.025 (APPROX)			
TITLE				CARD CODE	DRAWING NO.		REV.
R - CLIP					4 980 15 026 24		00
FOR 16 mm B DESIGN. SOCKET COUPLING					SHEET NO.	NO. OF SHEETS	

FIRST ANGLE PROJECTION

ALL DIMENSIONS ARE IN mm

FOR REFERENCE ONLY



SECTION 'AA'

## NOTES:

1. R-CLIP DIMENSIONS CONFORM TO FIG.2 OF IS:2486(Part IV)-1981 AND IEC:pub. 372-1984.
2. SHARP CORNERS ARE TO BE ROUNDED OFF BY 0.5mm RADIUS.
3. MATERIAL : AUSTENITIC STAINLESS STEEL (AISI-304 TYPE)

REV	DATE	ALTERED
02	08.10.2020	MAI

- a) CUSTOMER NAME ,PROJECT NAME &NOA.NO ADDED  
b) DRAWING REVISED & REDRAWN

REF. PH.No. 6038

CUSTOMER NAME : M/s. POWER GRID CORPORATION OF INDIA LIMITED

PROJECT : AIS SUBSTATION PACKAGE-SS19 FOR EXTENSION OF (i) 765KV SOLAPUR S/S;  
(ii) 765KV AURANGABAD S/S;(iii) 765KV WARDHA S/S;(iv) 400KV KHANDWA S/S;  
(v) 400KV RAJGARH S/S;(vi) 400KV CHAMPAS S/S; (vii) 400KV/220KV ITARSI S/S;  
& (viii) 400KV/220KV JABALPUR SUBSTATION UNDER WESTERN REGION SYSTEM  
STRENGTHENING SCHEME (WRSS-20)

NOA.No : CC-CS/901-WR2/SS-3931/3/G3/NOA-1/8864 DATED 29.07.2019



**BHARAT HEAVY ELECTRICALS LTD;**  
ELECTRIC & PHOTOVOLTAIC DIVISION  
BANGALORE 560 012

	NAME	SIGN	DATE
DRN	MANIKANTA S	Manikanta S	08-10-2020
CHD	C.MADAIHAH		08-10-2020
APPD	B P DASHYAL		08-10-2020

DEPT	GRADE OF TOL. DIM.	SCALE	WEIGHT (kg)	REF. TO ASSY DRG.	ITEM No.	No.OF ITEMS
CODE	C/M/F	N T S	0.028 (Approx)			
TITLE				DRAWING No.		REV
STANDARD SPLIT PIN ( 'R' CLIP)				4 980 17 01724		02
FOR 20mm DESIGNATION. SOCKET COUPLING.				SUB No. 2		No.OF SHEETS
( STAINLESS STEEL)						

SUPERSEDES DRG. No.

File No. EPD-PRDINTR(MISC)/49/2025-SBD-RAGANESDA-I (Computer No. 183457)

SHT. 23 A-4 297X210

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**Quality Plan for SS R-Clip**

SN	Component / Operation Description of Test	Quantum of Check / Sampling with basis	Reference document for testing	Acceptance Norms	Format of Record
a)	Visual Inspection	IEC 60372	As per Drawing	As per Drawing	EM TR
b)	Dimensional Inspection	IEC 60372	As per Drawing	As per Drawing	EM TR
c)	Chemical Analysis	1 sample / lot	As per Drawing	As per Drawing	EM TR or NABL Accredited Third Party Lab.
d)	Hardness	IEC 60372	As per Drawing	Min 83 HRB	EM TR
e)	Resistance to bending	IEC 60372	IEC 60372	No crack after bending	EM TR

EM TR: Equipment Manufacturer Test Report

In case of Discrepancy between Drawing and QAP, QAP will supercede.

In case discrepancy between IEC and IS Standard, IEC will supercede.

 	<b>SOLAR BUSINESS DIVISION (SBD)</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b> <b>Rev. No. 00</b>	<b>Item Description: Supply of SS R Clip for insulators</b> <b>Tender No: - CI12304329</b>
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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).

Tender documents shall be downloaded from the website <https://eprocurebhel.co.in/nicgep/app>.



All corrigenda, addenda, amendments, time extensions, clarifications etc. to the Tender will be hosted on <https://eprocurebhel.co.in/nicgep/app> only. Bidders should regularly visit this website to keep themselves updated.

1.	Type of Contract	Supply				
2.	Item	S no	Mtl code	Item	Quantity	UoM
		1	EL9607402030	SS RCLIP_16 MM Designation	325	EA
		2	EL9607401549	SS RCLIP_20MM designation	18,958	EA
		3	EL9607401743	SS RCLIP_24MM Designation	11,609	EA
3.	Delivery address	STORES INCHARGE, BHARAT HEAVY ELECTRICALS LIMITED SOLAR BUSINESS DIVISION (SBD) PROF. CNR RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012. Consignee address in LR should be strictly as per above/as mentioned in PO				
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.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB				
6.	Mode of Dispatch	By Road It is also the Seller/Contractor's responsibility to ensure material is dispatched through shortest possible route. Note: It is Seller/Contractor's responsibility to ensure availability of Trucks 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> </ul>				
7.	Terms of Delivery	On FOR BHEL SBD Basis as per Delivery address				
8.	Price Basis	<b>FIRM, till the completion of supply.</b> Price to be quoted on F.O.R. BHEL-SBD as per above consignee address. All the other applicable taxes including Income Taxes (TDS) as per Indian law shall be deducted from the payables & paid to Government by BHEL.				
9.	Evaluation of Offer	Overall 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.				
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.				





 	<b>SOLAR BUSINESS DIVISION (SBD)</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00</b>	<b>Item Description: Supply of SS R Clip for insulators</b>  <b>Tender No: - CI12304329</b>
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11.	Warranty	Not applicable
12.	Delivery Period	<b>Delivery of whole quantity of all items shall be within 45 days from date of PO.</b>
13.	Transit Insurance	In BHEL's scope
14.	Unloading at BHEL SBD	In BHEL scope
15.	Payment terms	<p>FOR INDIGENOUS PURCHASE: -  FOR SUPPLY OF ITEMS 100% of basic price of material supplied, as per PO, along with 100% taxes &amp; duties (as applicable) &amp; freight charges, shall be paid as detailed below on pro-rata basis from the date of receipt of goods &amp; receipt of complete documents as per order/contract subject to acceptance of materials</p> <ol style="list-style-type: none"> <li>1. Within 45 Days for Micro &amp; Small Enterprises (Updated Udyam Registration Certificate to be submitted)</li> <li>2. Within 60 Days for Medium Enterprises</li> <li>3. Within 90 Days for Non MSME</li> </ol> <p>Statutory deductions will be made from payment Certificate if any shall be issued by BHEL.</p>
16.	Document to be submitted for claiming payments	<ol style="list-style-type: none"> <li>1. Original Tax Invoice having seal and signature of authorized person + 2 Copies</li> <li>2. Receipted LR/ Material Receipt Certificate (MRC)</li> <li>3. Original Bank Mandate in BHEL format and cancelled cheque</li> </ol>
17.	Late Delivery Charges	Applicable
18.	Liquidated damages	<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. Date of receipt of material at BHEL stores (Gate Entry) shall be considered as date of delivery for levying LD.</li> <li>2. In case of any amendment/revision, LD shall be linked to the amended/revised contract value and delivery date(s).</li> </ol>
19.	Reverse Auction	Not Applicable
20.	Quantity Variation	Not Applicable
21.	Loading	<p>Loading for Commercial Deviations (where cost of withdrawal not given)  For deviations w.r.t. Payment terms, Liquidated damages, Firm prices, if a bidder chooses not to give any cost of withdrawal of deviation, loading as per Annexure-VIII will apply.</p>
22.	Note	<ol style="list-style-type: none"> <li>a. Bidders shall confirm acceptance of technical requirements/scope which is part of the tender document. Any deviation from technical specification/scope can be rejected at BHEL's discretion.</li> <li>b. Inspection, sample and Quality Clearance: As per attached Quality Plan (QAP). All documents shall be submitted as per QAP during supply.</li> <li>c. Amendments/addendums/circulars/Revisions thereto if any from Government or Statutory bodies or agencies shall be applicable if not explicitly stated above from time to time. It is the responsibility of the bidders to keep updated themselves of the same. The bidders shall submit their offers in compliance.</li> <li>d. 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. <ol style="list-style-type: none"> <li>i. 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</li> </ol> </li> </ol>

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		<p>confirmation of payment of GST thereon by vendor on GSTN Portal.</p> <p>ii 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].</p> <p>iii. 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.</p> <p>iv. 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 alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.</p>
23.	Change in scope of tender	<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, 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.</p>
24.	Validity	<p>Original offer shall be valid for 90 days from bid opening.</p>
25.	Scope of Work	<p>Supply of SS R clip as per corresponding drawing and QAP to BHEL SBD Bangalore.</p>
26.	Submission of SD	<p>Not applicable</p>
27.	Pre-Qualifying Criteria (PQC)	<p>Applicable</p>
28.	Breach of contract, Remedies and Termination	<p><b>BREACH OF CONTRACT:</b></p> <p>The following shall amount to breach of contract:</p> <p>i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</p> <p>ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</p> <p>iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</p> <p>iv. The Supplier/Vendor fails to replace the defective equipment/ material/component as per guarantee clause.</p> <p>v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</p> <p>vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</p> <p>viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</p> <p>ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</p>

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	<p>x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p>Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p><b>REMEDIES IN CASE OF BREACH OF CONTRACT.</b></p> <p>i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p> <p>ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p>a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note:</p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work.</p> <p>The defaulting contractor shall mean and include:</p>
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 	<b>SOLAR BUSINESS DIVISION (SBD)</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b> <b>Rev. No. 00</b>	<b>Item Description: Supply of SS R Clip for insulators</b> <b>Tender No: - CI12304329</b>
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		(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.												
29.	Provisions for MSE vendors- Category	<div>Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</div> <table><tr><th>Type under MSE</th><th>Please specify Yes or No (If applicable)</th></tr><tr><td>SC/ST Owned</td><td></td></tr><tr><td>Women Owned</td><td></td></tr><tr><td>Others (excluding SC/ST &amp; Women Owned)</td><td></td></tr><tr><td>Micro</td><td></td></tr><tr><td>Small</td><td></td></tr></table> <div>Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.</div>	Type under MSE	Please specify Yes or No (If applicable)	SC/ST Owned		Women Owned		Others (excluding SC/ST & Women Owned)		Micro		Small	
Type under MSE	Please specify Yes or No (If applicable)													
SC/ST Owned														
Women Owned														
Others (excluding SC/ST & Women Owned)														
Micro														
Small														
30.	Conflict of Interest	<div>The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:</div> <div><div>i)</div><div>If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;</div></div> <div><div>ii)</div><div>The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;</div></div> <div><div>iii)</div><div>Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.</div></div> <div><div>iv)</div><div>A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.</div></div> <div>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</div>												
31.	Weightage of each items	Not Applicable												
32.	Demurrage charges	Demurrage charges shall be paid by supplier/vendor only to the transporter. No claim shall be acceptable to BHEL in this regard.												
33.	RISK & COST CLAUSE	Not Applicable												

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34.	Provisions for MSE vendors	<p>PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES) 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 UDYAM Registration certificate 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). 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>A. For Items which are divisible in nature:</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 nonacceptance 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:</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 nonacceptance 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>Documents to be submitted for claiming MSE status and intended benefits: Udyam Registration certificate.</p>
35.	Declaration by bidder regarding protection of commercial interests of BHEL	<p>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.</p>
36.	Tax Collected at Source (TCS)	<p>W.E.F. 01.07.2021 BHEL IS LIABLE TO DEDUCT TAX AT SOURCE U/S 194Q OF THE INCOME TAX ACT AT THE APPLIABLE RATE AND PRESCRIBED VALUE OF GOODS. HEREAFTER SELLER/VENDOR NEED NOT LEVY TAX COLLECTED A SOURCE (TCS) AS REQUIRED U/S 206C(1H) OF THE INCOME TAX ACT.</p>



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		<p>BHEL would be making use of the functionality introduced by CBDT: Compliance Check for Sections 206AB and 206CCA and accordingly using the applicable rate of TDS. Vendors to make sure the information is available in the functionality against their PAN Nos.</p> <p>Vendors to note the applicable rate of TDS as per 206AB and 206 CCA will be at higher rate of 5% (as against 0.1%) in case of specified persons (non-filers).</p> <p>Specified persons means:</p> <ol style="list-style-type: none"> <li>1. Who has not filed Income Tax returns for last two assessment years relevant to the applicable Two Previous Years</li> <li>2. Aggregate of TDS/TCS is Rs. Fifty Thousand and more in each of the two previous years</li> </ol>
37.	Evaluation in case of more than one L-1 bidder	<p>In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.</p>
38.	Limitation of Liability	<p>Notwithstanding anything to the contrary in this Contract or LOI or Purchase Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Purchase Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever.</p>
39.	Jurisdiction	<p>Courts at Bengaluru shall alone have exclusive jurisdiction to adjudicate on any / all matters arising out of or concerning to this Contract</p>
40.	Special Note	<p>Vendor who has been banned by BHEL or against whom action due to non-performance has been initiated by BHEL shall not be eligible for participation. Such offers will not be considered for evaluation and will be rejected. 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.</p>
41.	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>
42.	Order of preference	<p>The Purchase Order along with its Annexures the tender document (NIT), its amendments /corrigendum's shall all together constitute the entire contract between the Parties and shall be complementary to one another. In case of any contradiction, the order of precedence shall be as below:</p> <ol style="list-style-type: none"> <li>a. Purchase Order along with its Annexures and its Amendments</li> <li>b. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</li> <li>c. NIT</li> </ol>

## Technical PQR

Sr. No.	Details of Requirement	Supporting Documents to be submitted by the Bidder	Bidder Confirmation
1.	Vendor should be a Power Grid Approved vendor for Security clip.	Approved letter from PGCIL <b>OR</b> Screen shot from PGCIL compendium of vendors website <b>OR</b> Approval as part of BHEL's PGCIL approved quality plan.	

Seal & sign of bidder

[Validate](#) [Print](#) [Help](#)

[Item Wise BoQ](#)

Tender Inviting Authority: BHEL SBD BANGALORE

Name of Work: Supply of SS R Clip for insulators

Contract No: C112304329

Name of the Bidder/ Bidding Firm / Company :														
PRICE SCHEDULE														
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	Unit Rate	Unit Rate in words	Total Value	GST Rate in percentage	GST AMOUNT	TOTAL AMOUNT including taxes in Rs. P	TOTAL AMOUNT after GST credit Rs. P	TOTAL AMOUNT after GST credit In Words	
1	2	3	4	5	12	13	18	14	20	21	53	54	55	
1	SS RCLIP_16 MM Designation	EL9607402030	325	EA	INR			0.000		0.00	0.000	0.000		
2	SS RCLIP_20MM designation	EL9607401549	18,958	EA	INR			0.000		0.00	0.000	0.000		
3	SS RCLIP_24MM Designation	EL9607401743	11,609	EA	INR			0.000		0.00	0.000	0.000		
Total in Figures											0.000	0.000		