



	SOLAR BUSINESS DIVISION (SBD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	Item Description: : Solar Cell (Multi) 5BB 4.67Wp TENDER REF. MSC12302481
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12.	Quantity Splitting	Not Applicable
13.	Quantity Variation	Based on BHEL's requirement, the quantity shall vary $\pm 30\%$ of the tender quantity.
14.	Reverse Auction	<p>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.</p> <p>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."</p> <p>Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.</p>
15.	Delivery Period	Completion of supply for Solar Cell (Multi) 5BB 4.67Wp shall be within Two weeks from the date of Manufacturing Clearance.
16.	Document Approval	QAP shall be submitted by the bidders within 7 days from the date of PO for approval.
17.	Transit Insurance	<p>In BHEL Scope.</p> <p>Insurance details shall be informed along with the NIT / Purchase Order. 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). A copy of above should be sent by email to General.Claims@tataaig.com, Prabhutav.Dadhich@tataaig.com, Saurabh1.Agrawal@tataaig.com & Samir.Paul@tataaig.com and copy to the following BHEL Email IDs spankaj@bhel.in & manjunath.rao@bhel.in</p> <p>Insurer: Tata AIG General Insurance Company Limited</p> <p>Policy no: 0865092085</p> <p>Period: 01/06/2021 - 31/05/2022</p> <p>ADDRESS: 301, 3rd floor, RG City Center, LSC Block-B, Lawrence Road, New Delhi, 110035. Tel: 011-27196505; Fax: 011-27196516</p>
18.	Unloading at SBD/	In the scope of BHEL.
19.	Payment terms	<p>Clause no: 9.1 of GCC R0 to be read as follows:-</p> <p>9.1 FOR INDIGENOUS PURCHASE:-</p> <p>FOR SUPPLY OF ITEMS (SI No. 1 of Price format)</p> <p>9.1.1 88% of basic price of material supplied, as per PO, along with 100% taxes & duties (as applicable) & freight charges, shall be paid on pro-rata basis within 45 days from the date of receipt of goods & receipt of complete documents as per order/contract subject to acceptance of materials.</p> <p>2% of basic value shall be deducted from payment as TDS & TDS Certificate shall be issued by BHEL, as per amendment in GST Law. GOI has amended GST Law - Section 51 of the CGST Act 2017 wherein Government Agencies (PSU) has to deduct 2% GST TDS w.e.f. 01.10.2018. Kindly go thru the latest amendment in GST Law.</p> <p>9.1.2 Ten Percent (10%) of basic price of material supplied will be released along with the payment of the last lot on completion of supplies as per PO. Supplier to inform a BHEL that supplies are completed.</p>

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		For THIRD PARTY INSPECTION CHARGES (SI No. 2 of Price format) 9.1.3 100% of TPI Charges shall be paid on pro-rata within 45 days from the date of BHEL CERTIFICATION against successful completion of inspection on receipt of original invoice and Certification document at BHEL.		
20.	Documents to be Submitted by Seller / Contractor for Claiming Payment	CI (a) of Clause no. 9.2.2 of GCC R0 to be read For Supply Package: <ul style="list-style-type: none"> • GST complaint Invoice (Original for Buyer + 1 Copy). • Original Copy of receipted LR • Packing List - Shall Be in Line with PO Material Code and Clearly Showing Number of Packages, Gross Weight and Net Weight- (Original+3 Copies). • E waybill • Warranty Certificate • Copy of Insurance Intimation [Sent by the Supplier to Insurer – as per cl. no. 17 above]. • Material Dispatch Clearance Certificate (MDCC) by BHEL. • Inspection call to BHEL for Inspection of goods. • AWB/BL Delivery challan (If applicable) For Commissioning Support: GST complaint Invoice (Original for Buyer + 1 Copy). Certification by BHEL-SBD Engineer for having carried out the work satisfactorily.		
21.	Guarantee Certificate	Not Applicable		
22.	Submission of Contract Performance Bank Guarantee	Not Applicable		
23.	Integrity Pact	APPLICABLE (AS PER ATTACHED FORMAT) 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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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. Details of Independent External Monitor (IEM): <table border="1" data-bbox="497 1646 1503 1742"> <tr> <td data-bbox="497 1646 1018 1742"> Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com </td> <td data-bbox="1018 1646 1503 1742"> Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com </td> </tr> </table> Note: 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, Please contact:	Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com	Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com
Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com	Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com			

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		Name : Manjunath Rao Katkar. Engineer/ MM. Himanshu Kumar Naik- Dy Manager-MM. Address: SBD, Bangalore Phone: manjunath.rao@bhel.in; himanshun@bhel.in>; Ph. No. +91-080-22182286/2161, 9449115728/8755642264
24.	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, supply, Quality, etc. immediately after receipt of PO.
25.	Delivery Failure and Termination/ Liquidated Damages	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 (1/2) percent of undelivered portion per week or part thereof, subject to a maximum of ten (10) percent of the total contract price (including elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract. 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. (including taxes, duties and freight)
26.	Preference to Make in India	This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated 15.06.2017 , 28.05.2018 , 29.05.2019 & 04.06.2020 issued by Govt. of India (copy enclosed). "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 , 28.05.2018 , 29.05.2019 , 04.06.2020 , 16.09.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ POI WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable." Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links: https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15_June2017.pdf https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

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		<p>https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2004th%20June%202020.pdf https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf</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>
27.	Purchase from SEZ in India	<p>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.</p>
28.	Inspection Agency	<ol style="list-style-type: none"> 1. A detailed QAP for manufacturing & inspection shall be submitted by the vendor along with the offer for BHEL Approval. 2. Vendor has to offer finished product to Third Party Inspection (TPI) & carry out acceptance test as per Approved QAP & submit the reports to BHEL for verification & obtaining Material Dispatch clearance certificate (MDCC). 3. Bidder shall quote the THIRD PARTY INSPECTION (TPI) charges in the price bid for the inspection by one of the third party agencies as follows: Fraunhofer, Intertek, UL, Lloyds, TUV, SGS, BVI, DNV, GEOCHEM, BASTUR. 4. Evaluation shall be done including third party inspection charges. BHEL reserves the right to conduct inspection using bidder TPI. In case of non-usage of bidder TPI, TPI charges shall not be paid to supplier. 5. In case of BHEL inspection at vendor's works, Inspection call should be furnished in online portal http://cqir.bhel.in/Cqir/jsp/Masters/login.jsp (mandatory). It is responsibility of the vendor to inform BHEL at least 15 days prior for carrying out inspection, along with all the relevant test certificates and internal test reports. Such inspection, examination and testing by itself shall not relieve the Seller/Contractor from any obligation under the Order/Contract. Penalty for items not ready after inspection call / failure during inspection: The expenses incurred by BHEL/Representative for travel, stay etc. shall be in vendor's account. 6. No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate (MDCC) from BHEL-SBD Material Management Department irrespective of inspection categories. 7. In case of inspection by BHEL or BHEL Representative or Third Party Inspection arranged by the bidder, the item shall be packed in the presence & under seal of the inspector. BHEL reserves the right not to accept any package received without/tempered seal. 8. In case of Bidder opting not to quote for Third Party Inspection Charges, loading @ 0.2032% of their total basic prices shall be loaded for evaluation purpose.
29.	TAXES AND DUTIES (Clause No. 4.1, 4.2 & 4.3) (Applicable only for Indian Bidders)	<p>Clause No. 4.1, 4.2 & 4.3 of GCC to be read as:</p> <p>4.1 CGST/SGST/UTGST/IGST</p> <p>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</p>

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		<p>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). Vendor 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 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>
30.	OTHER TAXES & LEVIES (Clause No. 4.4) (Applicable only for Indian Bidders)	Clause No. 4.4 of GCC to be read as: 4.2 OTHER TAXES & LEVIES 4.2.1 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.
31.	CUSTOMS DUTY (Clause No. 4.5 of GCC) (Applicable only for Indian Bidders)	Clause No. 4.5 of GCC to be read as: 4.3 CUSTOMS DUTY 4.3.1 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. 4.3.2 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. 4.3.3 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.
32.	DIRECT TAXES (Clause No. 4.6 of GCC) (Applicable only for Indian Bidders)	Clause No. 4.6 of GCC to be read as: 4.4 DIRECT TAXES 4.4.1 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. 4.4.2 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.
33.	STATUTORY VARIATION (Clause No. 5.0 of GCC)	Clause No. 5.0 of GCC to be read as: 5.0 STATUTORY VARIATION 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

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	(Applicable only for Indian Bidders)	<p>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.3</p>
34.	New Clause of GCC (Applicable only for Indian Bidders)	<p>9.7Other clauses</p> <ol style="list-style-type: none"> 1. Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR (as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier works. In case of Services, Vendor 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. 2. All payments against Tax Invoice to vendors/contractors shall be released only after: <ol style="list-style-type: none"> 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 other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL. <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>
35.	DOCUMENTS TO BE SUBMITTED BY VENDOR (Clause No. 9.2 of GCC)	Clause No. 9.2 of GCC to be read as: 9.2 DOCUMENTS TO BE SUBMITTED BY VENDOR (All Same) <ol style="list-style-type: none"> (a) To be replaced with GST compliant Invoice (b) Duty drawback documents as per applicable law (original+1 copy)
36.	Clause No. 16.2 of GCC	Clause No. 16.2 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 plus applicable GST of the total contract price 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. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated

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		<p>Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR/ away bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16.</p> <p>However, for indigenous supply if receipted LR/away bill date is beyond three months from the date of LR/e- way bill, such excess period shall also be considered for LD purpose.</p> <p>In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)</p>
37.	New Clauses of GCC	<p>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)</p> <p>b) The bidder should have been registered with the appropriate authority under relevant GST laws.</p> <p>c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer</p> <p>d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax.</p> <p>e) In the event of any change in the status of 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.</p>
38.	RISK & COST CLAUSE	<p>Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:</p> <p>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.</p> <p>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>RISK & COST</p> <p>Risk and Cost against Balance Work:</p> <p>Risk & Cost Amount= [(A-B) + (A x H/100)]</p>

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	<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 & 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 & 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 & 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"> 1. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1 2. Let the value of executed work/supply till the time of termination of contract= X 3. Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y 4. Delay in executed work/supply attributable to contractor/supplier i.e. $T2=(1-X/Y) \times T1$ 5. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value
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		<p>and "T2" as delay attributable to contractor/ supplier. Note: Incase portion of work/supply is withdrawn; no LD shall be applicable for portion of work/supply withdrawn.</p>
39.	NOTE	<p>Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply.</p> <ol style="list-style-type: none"> 1. GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor on GSTN Portal. 2. Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [if (a) above could not be complied]. 3. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements. 4. In case vendor delays declaring such invoice in his return & GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from vendor/contractor along with interest levied/leviable.be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.
40.	Conciliation Clause	<p>The Conciliation Scheme 2018 attached as <u>Annexure-A</u> shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.</p>
41.	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 MSE vendors registered with Government Designated Authorities as per the Purchase & Price Preference Policy of the Government subject to them becoming eligible otherwise. Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration.</p> <p>Vendors have to submit the Udyog Aadhaar Memorandum (UAM)/UDYAM Registration Certificate along with attested copy of a CA certificate [Annexure-2(A) / Annexure-2(B)] applicable for the relevant financial year (latest audited) along with the tender documents in the Part-I Bid to avail the applicable benefits. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of two-part bid and three-part bid). Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of Part-I Bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit</p>

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		<p>shall be applicable if any deficiency in the above required documents are not submitted before the Price Bid Opening / Reverse Auction. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises (MSME).</p> <p>PURCHASE PREFERENCE FOR MSE VENDORS: (For Items which are divisible in nature) MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided:</p> <ol style="list-style-type: none"> 1. The MSE vendor matches the L1 price. 2. L1 price is from a non MSE vendor. 3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 – nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band). 4. 3% of the 25% will be earmarked for women owned MSE's. 5. 25% of the 25% (i.e., 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) & (2) are fulfilled. 6. In case where no SC/ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, the 6.25% of earmarked quantity for SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender. <p>(For Items which are not divisible in nature) 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"> 1. The MSE vendor matches the L1 price. 2. L1 price is from a non MSE vendor. 3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 – nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band). 4. No distribution shall be done specifically to women owned MSEs or SC/ST owned MSEs in such cases. <p>Documents to be submitted for claiming MSE status and intended benefits: Option 1 (valid till 31.12.2021): 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>
42.	Compliance to Government of India order OM No.6/18/2019-PPD dated	<ol style="list-style-type: none"> I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company

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<p>23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017</p>	<p>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"> 1. An entity Incorporated, established or registered in such a country; or 2. A subsidiary of an entity Incorporated, established or registered in such a country; or 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country, or 5. An Indian (or other) agent of such an entity; or 6. A natural person who is a citizen of such a country; or 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above <p>IV. The beneficial <i>owner</i> for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> 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"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals; 4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. <p>V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.</p>
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		<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 (https://www.mea.gov.in/)</p> <p>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.</p>
43.	Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI	Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI to be submitted in the bidder's letter head as per attached Annexure-4 Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.
44.	e-Invoicing under GST	<p>1. E-Invoicing under GST is being implemented w.e.f. 1st October 2020 for all the taxable person having turnover more than ₹500 Crore. It has been specified by the Government of India that it is mandatory to mention a valid unique invoice reference number (IRN) and QR code as generated from Government portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by the supplier in e-Invoicing system.</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 attributable to vendor shall be on Vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.</p>
45.	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.
46.	Note	<p>1. 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.</p> <p>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>

	SOLAR BUSINESS DIVISION (SBD)	FINANCIAL PRE-QUALIFICATION REQUIREMENT (PQR)
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FINANCIAL PRE-QUALIFICATION REQUIREMENT			
TENDER REFERENCE NO.: MSC12302481			
TENDER DESCRIPTION: Supply of " Solar Cell (Multi) 5BB 4.67Wp "			
FINANCIAL PQR:			
For Registration:			
1. Indian Bidder: Should have GST registration (Copy of same to be submitted)			
2. Foreign Bidder : Should have Export Licence (Copy of same to be submitted)			
For qualification, bidder should have average minimum Annual Turnover as per following details:			
Sr. No.	Details of requirement	Turnover FY	Turnover Value (currency)
1.	AVERAGE ANNUAL TURNOVER DURING THE LAST THREE FINANCIAL YEARS (2020-21, 2019-20, 2018-19) (QUALIFYING VALUE : Rs. 3 Crores)	1. 2020-21	
		2. 2019-20	
		3. 2018-19	
		Average of 3 years = $\frac{(1) + (2) + (3)}{3}$	
Supporting documents like Financial standing through latest ITCC , Annual Report (Audited Balance Sheet and Profit & Loss Account) of past three years to be submitted by vendors.			

- MINIMUM AVERAGE ANNUAL FINANCIAL TURNOVER OF THE BIDDER, DURING LAST 3 (THREE) YEARS, ENDING ON 31-03-2021 SHOULD BE **Rs. 3 Crores. (Rupees Three Crores Only)**
- AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR LAST 3 (THREE) YEARS, ENDING ON 31-03-2021 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE REQUIREMENT.
- FINANCIAL PRE-QUALIFICATION OF THE FOREIGN BIDDER (OTHER THAN INDIAN BIDDERS) MAY ALSO BE EVALUATED ON THE BASIS OF THE REPORT FROM A REPUTED THIRD PARTY BUSINESS RATING AGENCY LIKE DUN & BRADSTREET, CREDIT REFORM ETC.
- THE EVALUATION OF FOREIGN BIDDER, **EXCHANGE RATE (TT SELLING RATE OF SBI)** AS ON SCHEDULED DATE OF THE TENDER OPENING (PART-1 BID IN CASE OF TWO PART BID) SHALL BE CONSIDERED.
- ALL FOREIGN LANGUAGE DOCUMENTS SHALL BE **TRANSLATED TO ENGLISH** LANGUAGE EITHER BY A **CERTIFIED AGENCY** OR TRANSLATED VERIFICATION BY A VALID AUTHORIZED AGENCY.
- IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, **THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEAR, WILL BE AVERAGED FOR THREE YEARS.**
- IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT OR EQUIVALENT.
- BHEL RESERVES THE RIGHT FOR INDEPENDENT VERIFICATION OF THE CLAIMS MADE FOR CONFORMANCE TO THE PRE-QUALIFICATION CRITERION. BIDDERS TO ENSURE PROVIDING AUTHENTIC CERTIFICATES / DOCUMENTATION AND CREDENTIALS IN ORDER TO QUALIFY FOR BHEL TENDER PROCESS.

_____ Seal and signature of the Bidder



SOLAR BUSINESS DIVISION

UNPRICED FORMAT- FOR INDIAN SUPPLIERS FOR Multi Cell 157mm 4.67Wp

(To be submitted with Part-1 Bid)

Kindly mention "QUOTED" or "Q" in place of actual price where ever applicable).

Rev 00

TENDER REF: MSC12302481

SUPPLIER's NAME

Currency : INR

For Indigenous supplies

Sl.No	Item Description: SOLAR CELLS	Unit of Measureme nt	Qty (1)	Unit F.O.R PRICE (2) INR INCL PACKING, Freight	Total F.O.R PRICE [1X2] = [3] INR	CGST @ _____%=(4)INR	SGST @ _____%=(5)INR	IGST @ _____%=(5) INR	TOTAL PRICE = (7)=(3)+(4)+(5) (Currency)
1a	Multi Cell 157mm 4.67Wp	Nos	15,13,000						
2b	Third Party Inspection Charges	Nos	15,13,000						

Tax Deduction at Source (TDS) shall be applicable on the Third Party Inspection Charges.

EVALUATION CALCULATION

TOTAL PRICE =(7)=Sum of Four line items

HSN CODE: _____

INPUT TAX CREDIT (ITC) =(8)= (CGST + SGST + IGST) FOR ITEM NO.
1a, 1b,2a & 2b

LANDED COST (9)= (TOTAL PRICE- ITC)(9-8)

TOTAL PRICE IN WORDS (7)

Evaluation shall be done line item wise.

DATE:
PLACE:

BIDDER's SIGN & SEAL