



	<b>SOLAR BUSINESS DIVISION (SBD)</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b> Rev. No. 00	Item Description: : SPV Solar cells
			TENDER REF. : SBD:TC:MOU:SPV:SOLAR CELLS



		<p><b><u>For Indigenous</u></b></p> <p>TATA AIG General Insurance Company Ltd.  Add: Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai-400013.</p> <p>Policy number: 0865092085 00 00  Period: 01/06/2021 to 31/05/2022  Email ID: customersupport@tataaig.com  Tel: 18002667780</p>
15.	Unloading at SBD/ Transportation from BIAL / ICD Bangalore to SBD in case of imports	In the scope of BHEL.
16.	Payment terms	<p>Clause no: 9.1 of GCC R0 to be read as follows:-  <b>9.1 FOR INDIGENOUS PURCHASE:-</b>  <b>FOR SUPPLY OF ITEMS ( SI No. 1 of Price format)</b>  -9.1.1 98% of basic price of material supplied, as per PO, along with 100% taxes &amp; duties (as applicable) &amp; freight charges, shall be paid on pro-rata basis within 45 days from the date of receipt of goods &amp; receipt of complete documents as per order/contract subject to acceptance of materials.  2% of basic value shall be deducted from payment as TDS &amp; 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 through the latest amendment in GST Law.  <b>For THIRD PARTY INSPECTION CHARGES ( SI No. 2 of Price format)</b>  - 9.1.2 100% 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.</p> <p><b>a. FOR FOREIGN PURCHASE – IMPORTS</b>  <b>FOR SUPPLY OF ITEMS .</b></p> <p>9.2.1 For Air - 100% of price of material supplied, as per PO, on CAD basis pro-rata within 45 days from the date of Airway Bill (AWB) on receipt of complete documents specified in PO at BHEL BANK. Respective bank charges to respective account.</p> <p><b>For THIRD PARTY INSPECTION CHARGES ( SI No. 2 of Price format)</b>  9.2.3 100% of TPI Charges shall be paid on CAD basis 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 BANK.</p> <p>In case of Foreign bidders opting for payment through irrevocable and unconfirmed letter of credit, the same shall be opened by BHEL within 07</p>

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		days from the request to do so by the vendor along with required details. For 100% of price of material supplied, the usance period for LC will be 75 days from the date of Bill of Lading (B/L)/ Air way bill (AWB) respectively and for inspection charges, the usance period for LC will be 75 days from the date of BHEL CERTIFICATION against successful completion of inspection. LC opening/ negotiation/ confirmation charges will be to vendor's account.		
17.	Document to be submitted for claiming payments	<p>Cl (a) of Clause no. 9.2.2 of GCC R0 to be read</p> <p>a. The invoice submitted by the Indigenous vendor shall be GST compliant Following to be appended to the list of documents specified at clause no. 9.2.2 of GCC R0 :</p> <ul style="list-style-type: none"> <li>• Inspection call to BHEL for Inspection of goods.</li> <li>• AWB/ Delivery challan (If applicable)</li> </ul>		
18.	Guarantee Certificate	Not Applicable		
19.	Submission of Contract Performance Bank Guarantee	Not Applicable		
20.	Integrity Pact	<p><b>APPLICABLE (AS PER ATTACHED FORMAT)</b></p> <p>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.</p> <p>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.</p> <p>Details of Independent External Monitor (IEM):</p> <table border="1" data-bbox="553 1289 1459 1421"> <tr> <td>Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com</td> <td>Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com</td> </tr> </table> <p><b>Note:</b></p> <p>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.</p> <p>For all clarifications/ issues related to the tender, Please contact: Name : Manjunath Rao Katkar. Engineer/ MM. Himanshu Kumar Naik- Dy Manager-MM. Address: SBD, Bangalore Phone: <a href="mailto:nagarajpk@bhel.in">nagarajpk@bhel.in</a>; <a href="mailto:vivekyadav@bhel.in">vivekyadav@bhel.in</a>;</p>	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			
21.	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. along with TV-MOU offer.		

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22.	Late Delivery Charges	<p>Purchaser reserves the right to recover from the Seller/Contractor, as agreed, a sum equivalent to half (1/2) percent of undelivered <b>staggered</b> portion per week or part thereof, subject to a maximum of ten (10) percent of the basic material value.</p> <p>Note: Date of AWB will be considered as date of delivery for calculating late delivery charges.</p>
23.	Preference to Make in India	<p>This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated <u>15.06.2017, 28.05.2018</u>, 29.05.2019 &amp; 04.06.2020 issued by Govt. of India (copy enclosed).</p> <p>"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated <u>15.06.2017, 28.05.2018</u>, 29.05.2019, 04.06.2020, 16.09.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ POI WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."</p> <p>Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links:</p> <p><a href="https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15_June2017.pdf">https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15_June2017.pdf</a></p> <p><a href="https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf">https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf</a></p> <p><a href="https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf">https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf</a></p> <p><a href="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%2004th%20June%202020.pdf</a></p> <p><a href="https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%20016%2009%202020.pdf">https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%20016%2009%202020.pdf</a></p> <p>Certification (as applicable) giving the percentage of local content, in line with PPP-MII order, to be submitted as per attached Annexure-1(A) for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore or Annexure-1(B) for procurement value more than Rs. 10.00 Crore.</p>
24.	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 &amp; delivery terms. However, additional taxes, duties including Safe Guard Duty if any shall be considered while evaluating the bid.</p>
25.	<b>Inspection Agency</b>	<ol style="list-style-type: none"> <li>1. A detailed MQP for manufacturing &amp; inspection shall be submitted by the vendor along with the offer for BHEL Approval.</li> <li>2. Vendor has to offer finished product to Third Party Inspection (TPI) &amp; carry out acceptance test as per Approved QAP &amp; submit the reports to BHEL for verification &amp; obtaining Material Dispatch clearance certificate (MDCC).</li> </ol>

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		<p>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.</p> <p>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.</p> <p>5. In case of BHEL inspection at vendor's works, Inspection call should be furnished in online portal <a href="http://cqir.bhel.in/Cqir/jsp/Masters/login.jsp">http://cqir.bhel.in/Cqir/jsp/Masters/login.jsp</a> (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.</p> <p>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.</p> <p>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 &amp; under seal of the inspector. BHEL reserves the right not to accept any package received without/tempered seal.</p> <p>8. <b>It is mandatory to quote TPI charges. If not quoted, it will be considered deemed to be included in the basic price, break up for which shall be provided before price bid opening.</b></p>
26.	<b>TAXES AND DUTIES</b> (Clause No. 4.1, 4.2 & 4.3) (Applicable only for Indian Bidders)	<p>Clause No. 4.1, 4.2 &amp; 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 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>
27.	<b>OTHER TAXES &amp; LEVIES</b> (Clause No. 4.4) (Applicable only for Indian Bidders)	<p>Clause No. 4.4 of GCC to be read as:</p> <p>4.2 OTHER TAXES &amp; LEVIES</p> <p>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.</p>



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28.	<p>CUSTOMS DUTY (Clause No. 4.5 of GCC)</p> <p>(Applicable only for Foreign Bidders)</p>	<p>Clause No. 4.5 of GCC to be read as:</p> <p>4.3 CUSTOMS DUTY</p> <p>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.</p> <p>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.</p> <p>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.</p>
29.	<p>DIRECT TAXES (Clause No. 4.6 of GCC)</p> <p>(Applicable only for Indian Bidders)</p>	<p>Clause No. 4.6 of GCC to be read as:</p> <p>4.4 DIRECT TAXES</p> <p>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.</p> <p>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.</p>
30.	<p>STATUTORY VARIATION (Clause No. 5.0 of GCC)</p> <p>(Applicable only for Indian Bidders)</p>	<p>Clause No. 5.0 of GCC to be read as:</p> <p>5.0 STATUTORY VARIATION</p> <p>5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty).</p> <p>5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex- works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.</p> <p>5.3 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.</p>
31.	<p>New Clause of GCC (Applicable only for Indian Bidders)</p>	<p>9.7 Other clauses</p> <p>1. Vendor/Supplier will intimate &amp; upload the Tax invoice along with LR/RR (as applicable) on web portal &amp; intimate BHEL immediately on removal of goods from 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</p>



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		<p>delivery order/instruction to dispatch the material to the customer as indicated in SCC.</p> <ol style="list-style-type: none"> <li>2. All payments against Tax Invoice to vendors/contractors shall be released only after:             <ol style="list-style-type: none"> <li>a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act.</li> <li>b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1.</li> <li>c) Confirmation of payment of GST thereon by vendor on GSTN portal</li> </ol> </li> <li>3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL.</li> </ol> <p>Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.</p>
32.	Clause No. 16.2 of GCC	<p>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 (1/2) 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.</p> <p>For Turnkey packages (Supply and E&amp;C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&amp;C orders (excluding taxes, duties and freight) if E&amp;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/ eway bill date for indigenous supplies and AWB/ BL date for C&amp;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/eway 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>
33.	New Clauses of GCC	<ol style="list-style-type: none"> <li>a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN ;code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering ( limited to quoted FOR Site Price)</li> <li>b) The bidder should have been registered with the appropriate authority under relevant GST laws.</li> <li>c) The bidder to specify in their offer ( part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer</li> <li>d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer.</li> </ol> <p>In the event of any GST quoted by composite dealer, the same shall be</p>

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		<p>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>
34.	RISK & COST CLAUSE	<p>Risk &amp; 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><b>RISK &amp; COST</b></p> <p>Risk and Cost against Balance Work:</p> <p>Risk &amp; Cost Amount= [(A-B) + (A x H/100)]</p> <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</p>