

	SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT)	MATERIAL: SUPPLY OF BACK ALUMINIUM PASTE FOR SOLAR CELLS
TENDER REFERENCE: BKC0000078 dtd. 29.09.2021, due date 11.10.2021			

Dear Sir,

Subject: Tender for "Supply of BACK ALUMINIUM Paste for solar cells".

BHEL invites offers from reputed Vendors {Refer Pre-qualifying (PQR) requirements and other requirements given in tender enquiry letter uploaded on our websites) for supply including packing & transportation to as per incoterms, satisfactory completion of supply of " Back Aluminium Paste for Solar cells" as per Tender Ref: BKC0000078".

Your offer shall be submitted in two parts strictly as per "Instructions to Bidders" of GCC, Rev R0 in our online portal.

Your best quotation / offer for the above requirement, in line with our terms and conditions, should be submitted in our online portal <https://eprocurebhel.co.in/nicgep/>

This tender is meant for indigenous vendors only. Vendors outside india/ agents offering material manufactured outside INDIA are not eligible to participate in this tender.

ENQUIRY TERMS AND CONDITIONS

The prices offered shall be firm till the completion of project.

For detailed instructions. Please see "Instructions to Bidders of GCC Rev. R0".

1. Bidders shall submit their offers meeting the requirements of the following tender documents (enclosed) included in this Enquiry Letter :

General Conditions of Contract (GCC) Rev R0 comprising of: Instructions to Bidders and General Commercial Terms & Conditions. Technical Specification, Price format & Special Conditions of Contract (SCC).

2. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving clause references along with the **Cost of withdrawal of Deviations as per Annexure-II to GCC Rev. R0 of "DEVIATION SHEET (COST OF WITHDRAWAL)"** along with reasons for taking such deviations.

Cost of withdrawal for the deviations, for which, the "Cost of withdrawal" is not specified, shall be taken as NIL. **Bidder to note all the points mentioned in "Notes" of Annexure-II to GCC Rev.R0.**

3. All the above Tender Documents shall automatically become a part of the Order / Contract after its finalisation.
4. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.R0), Special Conditions of Contracts and Notice Inviting Tender (NIT)" **in case of no deviations.**
5. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
6. All correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:



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Commercial

Chandan BK- Sr Engineer -MM
BHEL-SBD, Prof CNR Rao Circle, IISc Post,
Malleswaram, Bangalore- 560 012
E-MAIL: chandanbk@bhel.in
9739252560

Technical

Sunil Kumar G. Manager
BHEL-SBD, Prof CNR Rao Circle, IISc Post,
Malleswaram, Bangalore- 560 012
E-MAIL: sunilkumarg@bhel.in;
Ph. No. +91 9035446027

7. Bidders, who are not registered with BHEL-SBD, are requested to get registered through online supplier registration portal available on <https://supplier.bhel.in/>
 8. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on (www.bhel.com)) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”
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.
 9. The evaluation of the offer shall be done on the basis of delivered cost (i.e. Total F.O.R. BHEL EDN stores, Bangalore price for supply with necessary loadings as applicable) as per GCC Rev. R0.
 10. Please note that detailed offers are to be submitted including the following documents duly stamped & signed on each page:
 11. Acceptance of GCC, Rev.R0.
 12. Acceptance of Special Conditions of Contract (SCC).
 13. Pre-qualifying Requirements (PQRs) documents including Technical Bid Format with supporting documents.
 14. Technical Deviations and commercial deviations, if any as per format enclosed at Annexure-II of GCC, Rev.R0.
 15. Annexure – I, III, VII, XIII, XIV, XVIII & XIX of GCC Rev R0.
 16. Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed.
 17. Un-Priced price schedules (format) duly filled in 'Quoted' or 'Q' in each column/row.
- Note: Bidder must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price. The actual price is to be filled in separately and submitted in price bid.**
18. Bidders to keep visiting BHEL website i.e www.bhel.com or <https://eprocurebhel.co.in/nicgep/> for any Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL. Same shall be uploaded on above BHEL website.
 19. Order of Precedence.

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

1. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
2. Notice Inviting Tender (NIT)
3. Price Schedule
4. Special Conditions of Contract (SCC)
5. Technical specification & scope of work
6. General Conditions of Contract (GCC)

Thanking You.



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Yours faithfully,

For and on behalf of BHEL

(Chandan BK)
Sr Engineer-MM

Enclosures:

1. Enquiry Letter with Terms & Conditions (This letter)
2. RFQ, PQR, Technical Specifications No. PS-439 411 Rev 01
3. Special Conditions of Contracts (SCC)
4. Price formats/schedules (Prices should be quoted strictly in this format only)
5. General Conditions of Contracts (GCC Rev R0)
6. Conciliation Scheme
7. Integrity Pact

Pre-Qualification Criteria for Back Aluminium paste for solar cells

Item Back Aluminium paste

Qty 22319 kg

PQC Criteria		
Sl.no.	Particulars	Bidder's Confirmation
1	The offer shall be submitted only by the original Manufacturers of Aluminium paste for making Al back surface field(Al-BSF) on the back side of solar cells.	Name of Original screen manufacturer(complete address and contact details with email, website)
2	Vendor must have cumulatively supplied at least 15000 kg of Back Aluminium paste to solar cell Manufacturer within 3 years from the date of opening of bid.	Documentary evidence to be provided (delivery details, AWB, Packing list, customer certificate etc.,)

 	SOLAR BUSINESS DIVISION (SBD)	FINANCIAL PRE-QUALIFICATION REQUIREMENT (PQR)
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FINANCIAL PRE-QUALIFICATION REQUIREMENT			
TENDER REFERENCE NO.: BKC0000078			
TENDER DESCRIPTION: Supply of "BACK ALUMINIUM PASTE FOR SOLAR CELLS"			
FINANCIAL PQR:			
For Registration: Should have GST registration (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 (2021-20, 2020-19, 2019-18) (QUALIFYING VALUE : Rs. 40 LAKH)	1. 2021-20	
		2. 2020-19	
		3. 2019-18	
		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. 40 LAKH (Rupees FORTY LAKH)**
- 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.
- 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



**PURCHASE SPECIFICATION
GROUP: PHOTOVOLTAICS**

Spec. No PS-439-356

Rev. No 02

Page 1 of 1

BACK ALUMINUM PASTE FOR SOLAR CELLS

1. Description: Back side aluminum paste for mono and polycrystalline silicon solar cell wafers. Should be designed to form excellent back surface field, good adhesion properties, lower bowing, no bubbles on sintering and wider process window.
2. Application: For Screen printing (metallisation) of back aluminium paste on Silicon Solar Cells.
3. Technical Specifications:

Parameter	Range	Supplier's Confirmation
1. Viscosity (Haake, RV-1, Cone 35/01, D=12 s ⁻¹ , T = 25 ° C)	20 – 50 Pa.s	
2. Fineness of Grind	< 25 µm	
3. Solid content	73 -80 % mass	
4. Rheology	Thixotropic, screen printable paste	
5. Appearance	Grey	
6. Resistivity	< 50 m.ohm/Sq.	
7. Bowing on 156.75 mm wafers	< = 1.5 mm	
8. MSDS, Data Sheet, Storage conditions to be submitted along with the offer		
9. Test Certificate – To be provided along with each lot supplied		
10. Supplier shall indicate lot number, type number, item description, date of manufacture, date of expiry, Quantity on each Jar.		
11. Shelf Life in months		
12. Is the product RoHS compliant?		

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REVISION: (02)

APPROVED BY : *S. B. S.*
SR

PREPARED
SC *some*

ISSUED
SC&PV Engg



DATE
01.04.2019

 	SOLAR BUSINESS DIVISION (SBD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	Item Description: : Back Aluminium paste for solar cells
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These Conditions shall be read in conjunction with General Condition of Contract (GCC Rev R0) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

The name of our Plant/ Unit may please be read as SOLAR BUSINESS DIVISION (SBD) as it was changed from ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)


1.	Type of Contract	Supply
2.	Item Details	Back Aluminium paste for solar cells
3.	Consignee address	GI STORES INCHARGE, PV CELL LINE BHARAT HEAVY ELECTRICALS LIMITED ELECTRONICS DIVISION (EDN) PB NO 2606, Mysore road, Bangalore-560 026. INDIA, Consignee address in LR should be strictly as per above.
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 Air/Ship/Road. Note: It is Vendor's responsibility to ensure availability of flights/ships schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. <ul style="list-style-type: none"> • Part shipment is allowed. • Transshipment is not allowed. It is also the vendor's responsibility to ensure material is dispatched through shortest possible route. By AIR/SHIP/land
7.	Price basis	<u>Indigenous purchase –</u> Price to be quoted on Ex-WORKS, inclusive of packing & forwarding charges. Taxes and duties to be paid in line with GCC. Material to be dispatched on freight pre-paid basis to BHEL SBD. Price to be quoted as per attached format (Unpriced Price Bid). Insurance is in the scope of BHEL. All the other applicable taxes including Income taxes (TDS) as per prevailing Indian law shall be deducted from the payables & paid to Govt. by BHEL.
8.	Evaluation of Offer	On cumulative basis (for total 18599562 Nos.) as per Cl. No. 19.0 of GCC (Instructions to bidders). 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. The evaluation currency for this tender shall be INR.
9.	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.

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10.	Quantity Variation	Based on BHEL's requirement, the quantity shall vary $\pm 30\%$ of the tender quantity.
11.	Delivery Period	Completion of supply shall be within delivery schedule as below: 1. Item to be supplied within two weeks from PO.
12.	Document Approval	QAP shall be submitted by the bidders within 7 days from the date of PO for approval.
13.	Transit Insurance	<p>In BHEL Scope. Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR /BL copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent by email to the rita.bawa@newindia.co.in & ashutosh.gupta@newindia.co.in & copy to the following : Email ID:chandanbk@bhel.in;</p> <p>Insurance Details: For Indigenous The New India Assurance Co. Ltd. Add: 301, 3rd floor, RG City Centre, LSC Block-B, Lawrence Road, New Delhi, 110035. Policy no: 93000021200200000016 Period: 01/06/2020 – 31/05/2021 Email ID: rita.bawa@newindia.co.in; ashutosh.gupta@newindia.co.in Tel: 011-27196505; Fax: 011-27196516</p>
14.	Unloading at SBD	In the scope of BHEL.
15.	Payment terms	<p>Clause no: 9.1 of GCC R0 to be read as follows:-</p> <p>9.1 FOR INDIGENOUS PURCHASE:- FOR SUPPLY OF ITEMS (SI No. 1 of Price format) -9.1.1 98% 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. 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 through the latest amendment in GST Law.</p>
16.	Document to be submitted for claiming payments	<p>Cl (a) of Clause no. 9.2.2 of GCC R0 to be read 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"> • Inspection call to BHEL for Inspection of goods. • AWB/ Delivery challan (If applicable)
17.	Guarantee Certificate	Not Applicable for this item
18.	Submission of Contract Performance Bank Guarantee	Not Applicable for this item

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19.	Integrity Pact	<p>NOT APPLICABLE TO THIS TENDER (AS PER ATTACHED FORMAT)</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"> <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>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: Name :Chandan BK.Sr Engineer Ph. No. 9739252560</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			
20.	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.		
21.	Late Delivery Charges	Staggered delivery schedule to be considered as per clause no. 16.2.1 of GCC.		
22.	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</u>, <u>28.05.2018</u>, 29.05.2019, 04.06.2020 & 16.09.2020 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</u>, <u>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>https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_15_June2017.pdf</p> <p>https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf</p> <p>https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf</p>		

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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>
23.	Purchase from SEZ in India	Purchase from SEZ in India shall be considered as Indigenous purchase for the purpose of Purchase Preference to Make in India Policy, Price Basis, Payment term & delivery terms. However, additional taxes, duties including Safe Guard Duty if any shall be considered while evaluating the bid.
24.	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. 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. 4. No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate (MDCC) from BHEL-SBD Material Management Department irrespective of inspection categories. 5. 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.
25.	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> <ol style="list-style-type: none"> 4.1 CGST/SGST/UTGST/IGST <ol style="list-style-type: none"> 4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. 4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in

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		<p>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>
26.	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.
27.	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.
28.	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.
29.	STATUTORY VARIATION (Clause No. 5.0 of GCC) (Applicable only for Indian Bidders)	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 extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex- works with taxes of

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		<p>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>
30.	<p>New Clause of GCC (Applicable only for Indian Bidders)</p>	<p>9.7 Other 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>
31.	<p>DOCUMENTS TO BE SUBMITTED BY VENDOR (Clause No. 9.2 of GCC)</p>	<p>Clause No. 9.2 of GCC to be read as: 9.2 DOCUMENTS TO BE SUBMITTED BY VENDOR (All Same)</p> <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)
32.	<p>Clause No. 16.2 of GCC</p>	<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 (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.</p> <p>For Turnkey packages (Supply and E&C in vendor's scope), Liquidated 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</p>

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		<p>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/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	<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>
34.	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> <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</p>

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		<p>termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply)</p> <p>Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. 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. 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. 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. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. 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. LD against delay in executed work/supply in case of Termination of Contract LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of 30work/supply for the purpose of limiting maximum LD value. 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 and "T2" as delay attributable to contractor/ supplier. <p>Note: Incase portion of work/supply is withdrawn; no LD shall be applicable for portion of work/supply withdrawn.</p>
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