

**NOTE:**

- These Conditions shall be read in conjunction with General Condition of Contract (GCC Rev R0) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.
- As per the GOI directive, GeM procurement is mandatory. All bidders are requested to on-board on GeM Portal for their all products. Order shall be placed only after obtaining GeM Seller ID of the L1 bidder.
- Name of the unit has been changed to SOLAR BUSINESS DIVISION (SBD) from ELECTRIC & PHOTOVOLTAIC DIVISION (EPD) w.e.f. 09.10.2020.

1.	Type of Contract	Pre-bid tie-up.									
2.	Item Details	Supply & Installation of Modules, Floaters, Anchoring & Mooring and AMC at 3x100 MW Floating Solar PV Power Plant, Omkareshwar Reservoir, MP.									
3.	Consignee Details (Ship To) [To be mentioned in LR/ Suppliers' Invoice etc.]	3x100 MW Floating Solar PV Power Plant, Omkareshwar Reservoir, MP. Consignee address in LR and Invoice should be strictly as per above.									
4.	Site Location	3x100 MW Floating Solar PV Power Plant, Omkareshwar Reservoir, MP									
5.	Buyer and Paying Authority	Bharat Heavy Electricals Limited Solar Business Division (Formerly known as Electric & Photovoltaic Division) Prof. C.N.R Rao Circle, Science Institute Post, Malleswaram Bengaluru-560 012									
6.	Buyer e-mail ID	For Commercial clarifications: <a href="mailto:nagarajpk@bhel.in">nagarajpk@bhel.in</a> For Technical Clarifications: <a href="mailto:muhammedshakir@bhel.in">muhammedshakir@bhel.in</a>									
7.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB									
8.	Integrity Pact	<p>APPLICABLE (As per attached Format)</p> <p>(a) 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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1"> <thead> <tr> <th>Sl No</th> <th>IEM</th> <th>EMAIL</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Shri. Arun Chandra Verma, IPS (Retd.)</td> <td><a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a></td> </tr> <tr> <td>2.</td> <td>Shri Virendra Bahadur Singh, IPS (Retd.)</td> <td><a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a></td> </tr> </tbody> </table>	Sl No	IEM	EMAIL	1.	Shri. Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>	2.	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>
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2.	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>									

(Seal and Sign of the Bidder)

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of Two/Three-part 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.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**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,

NAME	NAGARAJ P.K	MUHAMMED SHAKIR
DEPT	MM	MM
ADDRESS	BHEL SBD BENGALURU	BHEL SBD BENGALURU
PHONE	080-22182272	080-22182357
EMAIL	<a href="mailto:abc@bhel.in">abc@bhel.in</a>	<a href="mailto:def@bhel.in">def@bhel.in</a>

9.

Price Basis

**For Supply:**

FIRM, till completion of contract. FOR-Destination, inclusive of testing, inspection, packing & forwarding charges. Freight, taxes and duties to be paid in line with GCC & SCC.

**For Installation & Commissioning (I&C) and Annual Maintenance Contract (AMC):**

FIRM till completion of contract. Taxes and duties to be paid in line with GCC & SCC

The total I&C and AMC quoted should be minimum XX% and YY% respectively of the total quoted price for supply, as detailed in Price Bid Format, failing which the break-up of prices shall be adjusted accordingly for ordering.



All the other applicable taxes including Income taxes (TDS) as per prevailing Indian law shall be

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		deducted from the payables & paid to Govt. by BHEL.
10.	Mode of Dispatch	<p>By Rail/Road</p> <p>It is also the Seller/Contractor's responsibility to ensure material is dispatched through shortest possible route.</p> <p>Note: It is Seller/Contractor's responsibility to ensure availability of Trucks/Trains schedule etc. well in advance for dispatch of material to meet contractual delivery requirement.</p> <ul style="list-style-type: none"> <li>• Part shipment is allowed.</li> <li>• Transshipment is not allowed.</li> </ul>
11.	Transit Insurance	<p>In BHEL Scope.</p> <p>Insurance details shall be informed along with the NIT / Purchase Order.</p> <p>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 copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent by email to the Insurance underwriter; and copy to the BHEL email IDs provided along with actual NIT/Purchase Order.</p>
12.	Transportation	Material to be dispatched on freight pre-paid basis to the Consignee Address.
13.	Unloading at Site	In the scope of BHEL.
14.	Delivery Schedule	Delivery schedule shall be informed at the time of actual tender for procurement.
15.	Delivery Failure and Termination/ Liquidated Damages	<p>Applicable as per Cl. No. 16 (Page 17 of 28) of GCC R0.</p> <p>Clause No. 16.2.1 of GCC to be read as:</p>

		<p>Purchaser reserves the right to recover from the Seller/Contractor, as agreed, liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of undelivered portion per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract.</p> <p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>1. LR/RR date for indigenous supplies and AWB/ BL date for foreign supplies FOB/CIF/CIP/CFR/CPT shall be treated as the date of delivery for levying LD as per Clause 16.</li> <li>2. In case of any amendment/revision, LD shall be linked to the amended/revised contract value and delivery date(s).</li> <li>3. If Order/ Contract involves two or more Units/ Sets/ Lots, then Liquidated Damages shall be for order/ contract value of the delayed Unit/ Set/ Lot, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot wise, however total LD amount shall be limited to 10% of total order value. (excluding taxes, duties and freight)</li> </ol>
16.	Payment Terms	<p><b>For Supply:</b></p> <ol style="list-style-type: none"> <li>1) 10%( Ten Percent) advance payment against submission of equivalent ABG will be released after placement of Purchase order and receipt of ABG.</li> </ol> <p>65% (Sixty-five percent) of basic price of material supplied as per PO along with 100% of taxes, duties as applicable and freight charges shall be paid on prorata, within 60 days (MSE vendors will be paid within 45 days) from receipt of the lot and receipt of complete set of documents as per PO/ contract subject to the acceptance of the Lot. To claim this vendor must submit the (CPSG) for an amount equivalent to 3% of total value of PO (Initially valid for one year and shall be extended till commissioning is completed). CPSG to be submitted by OEM or OEM subsidiary company in India. CPSG is a MUST.</p> <ol style="list-style-type: none"> <li>2) 20% (Twenty percentage) of basic price of material supplied as per PO shall be paid on prorata after installation of floater system for each 10 MW against certification of BHEL for satisfactory installation of float system and shall be paid within 60 days from the date of receipt of supplementary invoice with BHEL certificate.</li> <li>3) Balance 5% (Five Percent) of basic price of material supplied as per PO shall be paid after completion of total commissioning of FSPV against certification of BHEL which will be paid with within 60 days</li> </ol>

		<p>from the date of receipt of supplementary invoice with BHEL certificate for satisfactory commissioning.</p> <p>4) For Spares: 100% (one hundred percent) of basic price of material supplied as per PO along with 100% of taxes, duties as applicable and freight charges shall be paid within 60 days from the receipt of the lot and receipt of complete set of documents as per PO/ contract subject to the acceptance of the Lot. To claim this vendor must submit the (CPSG) for an amount equivalent to 3% of total value of PO (Initially valid for one year and shall be extended till commissioning is completed). CPSG to be submitted by OEM or OEM subsidiary company in India. CPSG is a MUST.</p> <p><b>For I&amp;C:</b></p> <p>5) 100% (One hundred percent) of basic price of material supplied as per PO + 100% of taxes will be paid within 60 days against submission of GST invoice and satisfactory work completion certificate from BHEL.</p> <p><b>For AMC:</b></p> <p>6) 100% (One hundred percent) of basic price of material supplied as per PO + 100% of taxes will be paid against submission of certificate from BHEL.</p>
17.	Documents to be Submitted by Seller/Contractor for Claiming Payment	<p><b>For Supply Package:</b></p> <ul style="list-style-type: none"> <li>GST complaint Invoice (Original for Buyer + 1 Copy).</li> <li>Original Copy of receipted LR</li> <li>Original Material Receipt Certificate from BHEL site (MRC)</li> <li>Packing List - Shall Be in Line with PO Material Code and Clearly Showing Number of Packages, Gross Weight and Net Weight-(Original+3 Copies).</li> <li>Guarantee/Warranty Certificate</li> <li>Copy of Insurance Intimation [Sent by The Supplier to Insurer – as per cl. no. 8 above].</li> <li>Material Dispatch Clearance Certificate by BHEL/Customer</li> </ul> <p><b>For I&amp;C and AMC Package:</b></p> <ul style="list-style-type: none"> <li>GST complaint Invoice (Original for Buyer + 1 Copy).</li> <li>Original Work Completion Certificate from BHEL site (WCC)</li> <li>Guarantee/Warranty Certificate</li> </ul>

 	<b>SOLAR BUSINESS DIVISION (SBD)</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	<b>Reference No:</b> MM/PBT/2022/01
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18.	Guarantee/Warranty Certificate for Supply	(A) FOR SUPPLY: 10 YEARS FROM SUPPLY DATE (B) FOR I&C: 10 YEARS FROM I&C CERTIFICATION DATE
19.	CPSG ( Contract Performance Security Guarantee)	Contract Performance cum Security Guarantee (CPSG) for an amount equivalent to <b>3% of total value of PO</b> (Initially valid for one year and shall be extended till commissioning is completed)
20.	Document Approval	BY BHEL/CUSTOMER
21.	Inspection Agency	BY BHEL/CUSTOMER
22.	Taxes and Duties	<p>Clause No. 4.1 of GCC to be read as:</p> <p>4.1 CGST/SGST/UTGST/IGST</p> <p>4.1.1 The 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). Seller/Contractor 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 The 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> <p>4.2 &amp; 4.3 of GCC is not applicable.</p>
23.	Other Taxes & Levies	<p>Clause No. 4.4 of GCC to be read as:</p> <p>4.4 Other Taxes &amp; Levies</p> <p>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. Antidumping duty, if any, shall be in the account of bidder and shall be included in their price. No separate payment shall be made by BHEL for the</p>

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		same.
24.	Customs Duty	As Applicable on basis of project
25.	Direct Taxes	<p>Clause No. 4.6 of GCC to be read as:</p> <p>4.5 Direct Taxes</p> <p>4.5.1 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>4.5.2 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>
26.	Statutory Variation	<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>
27.	New Clause of GCC	<p>9.7 Other clauses:</p> <ol style="list-style-type: none"> <li>1. Seller/Contractor 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 Seller/Contractor works. In case of Services, Seller/Contractor 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.</li> <li>2. All payments against Tax Invoice to the Seller/Contractor shall be released only after:</li> </ol>

		<p>a) Seller/Contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act.</p> <p>b) The tax component charged by the Seller/Contractor in the invoice should be matched with the details uploaded by Seller/Contractor in GSTR-1.</p> <p>c) Confirmation of payment of GST thereon by Seller/Contractor on GSTN portal</p> <p>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 Seller/Contractor along with interest levied/leviable on BHEL.</p> <p>Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the Seller/Contractor.</p>
28.	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 Seller/Contractor 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 Seller/Contractor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.</p>
29.	New Clauses of GCC	<p>Delivery Challans &amp; Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply.</p> <p>1. GST portion of invoice shall be released only upon Seller/Contractor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by Seller/Contractor on GSTN Portal.</p> <p>2. Bank Guarantee of appropriate value may be obtained from Seller/Contractor which shall be valid at least one month after the confirmation of payment date by Seller/Contractor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [if (a) above could not be complied].</p>



		<p>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 Seller/Contractor along with interest levied/BG of appropriate value may be obtained from Seller/Contractor alternatively payment covering GST portion including interest thereon shall be release to Seller/Contractor only upon completion of these requirements.</p> <p>In case Seller/Contractor delays declaring such invoice in his return &amp; GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from the Seller/Contractor along with interest levied/leviable to be obtained from Seller/Contractor alternatively payment covering GST portion including interest thereon shall be released to Seller/Contractor only upon completion of these requirements.</p>
30.	e-Invoicing under GST	<p>E-invoicing under GST is being implemented w.e.f 1<sup>st</sup> April 2022 for all the taxable person having turnover more than Rs. 20 Crore. It has been specified by the Government 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 supplied 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 on account of vendor shall be to vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.</p>
31.	Tax Collected at Source (TCS)	Not applicable
32.	Risk & Cost Clause	<p>Risk &amp; Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:</p> <ul style="list-style-type: none"> <li>• Seller/Contractor'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.</li> <li>• Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li> <li>• 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</li> </ul>

attributable to the Contractor/ Supplier.

- Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- Assignment, transfer, subletting of Contract without BHEL’s written permission resulting in termination of Contract or part thereof by BHEL.
- Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

**Risk & Cost:**

Risk and Cost against Balance Work:

Risk & Cost Amount= [(A-B) + (A x H/100)]

Where,

A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

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.

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)

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,