

	SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT)	MATERIAL: Monocrystalline PV Module
TENDER REFERENCE: PKNPVM0002			

Dear Sir,

Subject: Tender for "Monocrystalline PV Module".

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 " **Monocrystalline PV Module**" as per Tender **Ref: PKNPVM0002**".

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

Your best quotation / offer for the above requirement, in line with our terms and conditions, should either be delivered in person or sent by COURIER/REGISTERED POST, to the following address only:

BHEL- EPD/SBD Tender box (Reception of SBD)

C/o. **AGM/MM**

M/s BHARAT HEAVY ELECTRICALS LTD. (SOLAR BUSINESS DIVISION (SBD),

Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

Ph. No. +91-080-22182149, 080-22182272, +91-080-22182286.

Offer can also be submitted thru email to email ids specified below only:-

PART-A (I) BID i.e. TECHNICAL BID on technicalbid-epd@bhel.in

PART-B (II) BID i.e. PRICE BID on pricebid-epd@bhel.in

NOTE:-

1. Tender reference & due date to be mentioned in subject of mail.
2. Bidders may adopt this mode at their own risk. The Purchaser does not own any responsibility /liability for delays in receipt / loss of secrecy of such offers.

It shall be the responsibility of the bidder to ensure that the tender is delivered on or before the due date **05.05.2022** by **02:00 P.M.** **The offer has to be deposited in tender box only.** Part-I bids shall be opened at **02:30 P.M.** on the due date in the presence of authorized representatives of the bidders, who may like to be present.

The bidder is required to clearly mention

1. Tender Ref., RFQ/Tender Due Date & Name of the item in BOLD LETTERS on the top of each envelope submitted.
2. Name and contact details (including mobile no. and email address) of minimum one contact person along with date of submission of offer in a cover letter.

ENQUIRY TERMS AND CONDITIONS

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

1. Tender Ref No., due date etc. must be legibly super scribed on the sealed envelopes as per clause no. 2.0 of "Instructions to Bidders of GCC, Rev. R0".
2. Offers should be submitted in two parts in two separate sealed covers as follows:
Part-I: **TECHNO-COMMERCIAL BID** Part-II: **PRICE BID.**
For detailed instructions. Please see "Instructions to Bidders of GCC Rev. R0".
3. Bidders shall submit their offers meeting the requirements of the following tender documents (enclosed) included in this Enquiry Letter :

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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).

4. 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.**

5. All the above Tender Documents shall automatically become a part of the Order / Contract after its finalisation.
6. 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.**
7. 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.
8. Late tenders are liable to be rejected.
9. All correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

<p>Commercial Nagaraj P K- Manager-MM Manjunath Rao- Engineer-MM. BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012 E-MAIL: nagarajpk@bhel.in ; manjunath.rao@bhel.in Ph. No. +91-080-22182272, 8126333426 Mob: 9483501488, 9449115728</p>	<p>Technical Muhammed Shakir-Dy Manager-SPV Engg BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012 E-MAIL: muhammedshakir@bhel.in ; Ph. No. +91-080-22182357, +91 9620879978</p>
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10. Bidders, who are not registered with BHEL-SBD, are requested to get registered through online supplier registration portal available on <https://supplier.bhel.in/>
11. 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.
12. The evaluation of the offer shall be done on the basis of delivered cost (i.e. Total F.O.R. BHEL SBD stores, Bangalore price for supply with necessary loadings as applicable) as per GCC Rev. R0.
13. Please note that detailed offers are to be submitted including the following documents duly stamped & signed on each page:
14. Acceptance of GCC, Rev.R0.
15. Acceptance of Special Conditions of Contract (SCC).

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16. Pre-qualifying Requirements (PQRs) documents including Technical Bid Format with supporting documents.
 17. Technical Deviations and commercial deviations, if any as per format enclosed at Annexure-II of GCC, Rev.R0.
 18. Annexure – I, III, VII, XIII, XIV, XVIII & XIX of GCC Rev R0.
 19. 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.
 20. Un-Priced price schedules (format) duly filled in 'Quoted' or 'Q' in each column/row.
 21. Separate sealed price-bid envelope mentioning Tender/Enquiry No., RFQ due date & Name of the item in BOLD LETTERS on the top of envelope.
- 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 sealed price bid.**
22. Bidders to keep visiting BHEL website i.e www.bhel.com for any Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL. Same shall be uploaded on above BHEL website.
 23. 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.
Yours faithfully,

For and on behalf of BHEL

(Nagaraj P K)
Manager-MM

Enclosures:

1. Enquiry Letter with Terms & Conditions (This letter)
RFQ, PQR & Technical Specifications No. **PS-439-421 Rev 03**
2. Special Conditions of Contracts (SCC)
3. Price formats/schedules (Prices should be quoted strictly in this format only)
4. General Conditions of Contracts (GCC Rev R0)
5. Conciliation Scheme
6. Integrity Pact

UN-PRICED PRICE BID FORMAT**TENDER NO. PKNPVM0002**

Sr. No.	Item Code	Item Description	Qty	U/M	Quoted / Not-quoted [All items to be quoted]	Percentage of freight charges considered in Main price schedule as per below Note No. 2	GST in Percentage
10	EL9011000218	Monocrystalline PV Modules	42528.6	KW			

NOTE

1	ITEM TO BE OFFERED BHEL DOCUMENT NO.PS-439-421/Rev 03
2	In the main Price_Bid_BoQ (Price schedule), vendors are requested to quote Unit Prices inclusive of Packing, Forwarding & Freight charges. However Vendors are requested to confirm the percentage of freight charges considered in the above format. (Mandatory)

[Validate](#)
[Print](#)
[Help](#)
[Item Wise BoQ](#)

Tender Inviting Authority: BHEL SBD BANGALORE

Name of Work: Supply of Monocrystalline PV Modules to GSECL Raghnesda Solar project

Contract No: PKNPVM0002

Name of the Bidder/ Bidding Firm / Company :													
PRICE SCHEDULE													
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR	Unit Rate	Unit Rate in words	Total Value	GST Rate in percentage	GST AMOUNT	TOTAL AMOUNT including taxes in Rs. P	TOTAL AMOUNT after GST credit Rs. P	TOTAL AMOUNT after GST credit In Words
1	2	3	4	5	12	13	18	14	20	21	53	54	55
1	Monocrystalline PV Modules as per sepc:PS-439-421 Rev 03	EL9011000218	42,528.60	KW	INR			0.000		0.00	0.000	0.000	
Total in Figures											0.000	0.000	

Pre-Qualification Requirements-Commercial

S.N.	Requirement	Bidder's Response	Supporting document
1	Has not been blacklisted / banned business dealings by BHEL or any Government Department of India.		Declaration on company's letter head.
2	No previous contract has been terminated either in full or part due to Bidder's failure.		Declaration on company's letter head.
3	Solvency certificate for 25 crores from reputed bank.		Solvency certificate from bank.
4	Respondent must have positive net worth as of last three financial years.		Declaration and Copy of Audited Balance sheet.
5	MINIMUM AVERAGE ANNUAL FINANCIAL TURNOVER OF THE BIDDER, DURING LAST 3 (THREE) YEARS, ENDING ON 31-03-2021 SHOULD BE Rs. 34.5 Crores. (Rupees thirty four crore fifty lakh only)		Declaration and Copy of Audited Balance sheet.

Any other documents considered relevant to meet PQR and to support evaluation criteria are to be submitted.

NOTE : Bidders with deviations to the above mentioned PQR are also encouraged to submit their proposal. However acceptance/suitability of such responses shall rest with BHEL and same decision shall be final and binding.

(Sign & Company Seal)
Authorized signatory

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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	Solar Photovoltaic Modules as per following documents: 1. Technical Specifications DOC NO: PS-439-420 Rev 01
3.	Consignee address	Raghanesada Solar park (Which will be informed at the time of dispatch) Delivery : - FOR -Raghanesda site.
4.	Buyer and Paying Authority	BHARAT HEAVY ELECTRICALS LIMITED - SOLAR BUSINESS DIVISION (SBD), (Formerly known as ELECTRIC & PHOTOVOLTAIC DIVISION) PROF. CNR RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012.
5.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
6.	Buyer Email ID	For Commercial Clarifications: nagaraipk@bhel.in ; manjunath.rao@bhel.in ; aknived@bhel.in For Technical Clarifications: muhammedshakir@bhel.in ; raghavendrabadu.gv@bhel.in
7.	Mode of Dispatch	By Road/Rail/ Note: It is Vendor's responsibility to ensure availability of Trucks/Train 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 ROAD/RAIL.
8.	Price basis	Price shall be firm till the completion of order execution. FOR -Raghanesda site inclusive of packing & forwarding charges. Taxes and duties to be paid in line with GCC. Material to be dispatched on freight pre-paid basis. 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.
9.	Evaluation of Offer	On overall package L1 basis as per Cl. No. 19.0 of GCC (Instructions to bidders). The evaluation currency for this tender shall be INR. Evaluation shall be done on Total Cost to BHEL basis.
10.	Change of Scope	In case of changes in scope of the tender and / or technical specifications and /or 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, if applicable.
11.	Quantity Splitting	Applicable in the ratio of 60:40 subject to matching of L1 price. L1 prices will be counter offered to L2, if L2 not accepts it will be extended further to eligible bidders. In case no one accepts, such case 100% tender quantity will be ordered on L1.

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12.	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. 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.</p>
13.	Delivery Period	<p>Data sheet/ drawing/QAP shall be submitted by the vendor within 2 weeks from the date of PO and any resubmission shall be within 1 week from the date of comments issued by BHEL. Completion of Supply: Within 6 weeks from date of Manufacturing clearance</p>
14.	Transit Insurance	<p>In BHEL Scope. 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 nagarajpk@bhel.in; manjunath.rao@bhel.in;</p> <p>For Indigenous Insurer: Tata AIG General Insurance Company Limited Policy no: 0865092085 Period: 01/06/2021 – 31/05/2022 ADDRESS: 301, 3rd floor, RG City Center, LSC Block-B, Lawrence Road, New Delhi, 110035. Tel: 011-27196505; Fax: 011-27196516</p>
15.	Unloading at project site / transportation from Indian port to consignee address in case of exports (Option B only)	<p>In the scope of BHEL.</p>
16.	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)</p> <p>Hundred percent (100%) of basic price of material supplied, as per PO, along with 100% taxes & duties (as applicable), P&F & freight charges, shall be paid on pro-rata basis within 90 days (45 days in case of Micro and small & 60 days for Medium scale) from the date of receipt of materials at site (MRC) & receipt of complete documents as per list at sl.no.17 of SCC subject to acceptance of materials.</p> <p>Two (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>In case of bidders opting for payment through Letter of Credit, irrevocable and unconfirmed LC shall be opened by BHEL within 07 days from the request to do so by the vendor along with required details with following terms of payment:</p> <p>Hundred percent (100%) of price of material supplied as per PO, shall be paid through LC within 120 days from the date of material receipt at site (MRC) and on receipt of complete documents specified as per list at sl.no.17 in SCC at BHEL BANK subject to acceptance of materials.</p> <p>LC opening/ negotiation/ confirmation charges will be to vendor's account.</p>

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17.	Documents to be Submitted by Seller / Contractor for Claiming Payment	List of documents in Clause no. 9.2.2 of GCC R0 to be read as FOR INDIGENOUS PURCHASE Under clause 9.1.1 : <ol style="list-style-type: none"> GST compliant Invoice (Original for Buyer + 1 Copy). Original Copy of receipted LR / RR. 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 Copy of Transit Insurance Intimation [Sent by the Supplier to Insurer] Material Dispatch Clearance Certificate (MDCC) issued by BHEL. Inspection call to BHEL for Inspection of goods. Bank guarantee / Insurance policy (in original) to cover PV module power output warranty from reputed third party insurance company as per PO. 		
18.	Guarantee period	As per technical specification		
19.	Submission of Contract Performance Bank Guarantee	Contract Performance Bank Guarantee @5% of PO value (Basic material value including material price & P&F) may be submitted within 30 days from PO which shall be valid till the end of contract delivery period or actual delivery, whichever is later. "Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT /contract, from the bills along with due interest "		
20.	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="487 1260 1523 1323"> <tr> <td data-bbox="487 1260 974 1323">Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com</td> <td data-bbox="974 1260 1523 1323">Sh. Shri Virendra Bahadur Singh, IPS (Retd.) Email: vbsinghips@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: Name : Nagaraj P K/ A K Nived Address: SBD, Bangalore. Ph. No. +91-080-2218-2272	Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com	Sh. Shri Virendra Bahadur Singh, IPS (Retd.) Email: vbsinghips@gmail.com
Sh. Arun Chandra Verma, IPS (Retd.) Email: acverma1@gmail.com	Sh. Shri Virendra Bahadur Singh, IPS (Retd.) Email: vbsinghips@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 immediately after receipt of PO.		

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22.	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: Purchaser reserves the right to recover from the Seller/Contractor, as agreed, liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of undelivered portion per week or part thereof, subject to a maximum of ten (10) percent of the total contract price (Excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract.</p> <p>NOTE: 1. LR/RR date for Indigenous supplies 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. (Excluding taxes, duties and freight)</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, 29.05.2019 & 04.06.2020</u> issued by Govt. of India (copy enclosed). "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated <u>15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020</u> 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_15June2017.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 https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%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>
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 & delivery terms. However, additional taxes, duties including Safe Guard Duty if any shall be considered while evaluating the bid.</p>
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> <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>
26.	OTHER TAXES & LEVIES (Clause No. 4.4) (Applicable only for	<p>Clause No. 4.4 of GCC to be read as:</p> <p>4.2 OTHER TAXES & 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</p>

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	Indian Bidders)	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 If any rates of Tax or duty are increased or decreased, a new Tax or duty is Introduced, an existing Tax or duty is abolished, or any change in interpretation or application of any Tax or duty occurs in the course of the execution of Contract including Delivery period extensions (if any), which was or will be assessed on the bidder in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between BHEL and the bidder/ agent of foreign bidder (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the bidder /agent. 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 or duties 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.
30.	New Clause of GCC (Applicable only for Indian Bidders)	9.7 Other clauses 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: 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.



SOLAR BUSINESS DIVISION (SBD)

**SPECIAL CONDITIONS OF CONTRACT (SCC)
Rev. No. 00**

**Item Description: :
Monocrystalline PV Module
Tender Ref: PKNPVM0002**

		<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.	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>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>
32.	RISK & COST CLAUSE	<p>Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: 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. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. 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. 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.</p> <p>RISK & COST Risk and Cost against Balance Work:</p> <p>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)</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. 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: In case 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</p>