	SOLAR BUSINESS DIVISION	NOTICE INVITING TENDER (NIT)	MATERIAL: Back AI paste for Solar Cell Processing
TENDER REFERENCE: PKNBOS0021			

Dear Sir,

**Subject: Global Tender Enquiry for “Back AI paste for Solar cells processing”.**

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 AI paste for Solar cells processing** as per Tender Ref: PKNBOS0021".

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

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

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

PART-B (II) BID i.e. PRICE BID on [pricebid-epd@bhel.in](mailto: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 by **02:00 P.M.** 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 :

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.


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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><b>Commercial</b> Nagaraj P.K- Dy Manager-MM Manjunath Rao- Engineer-MM. BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012 E-MAIL: nagarajpk@bhel.in; Ph. No. +91-080-22182272, +919483501488</p>	<p><b>Technical</b> Muhammed Shakir-Sr. Engineer BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012 E-MAIL: muhammedshakir@bhel.in; Ph. No. +91-080-22182357, +91 <b>9620879978</b></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) as per the attached Guidelines. 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).
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.

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**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](http://www.bhel.com) & <https://eprocure.gov.in/> 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)  
**Dy Manager-MM**

**Enclosures:**

1. Enquiry Letter with Terms & Conditions (This letter)
2. RFQ, PQR, QAP's & Technical Specifications No. PS-901-01-0020 Rev 0
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



# BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

ELECTROPORCELAINS DIVISION

PROF. C.N.R RAO CIRCLE, SCIENCE INSTITUTE

POST, Malleswaram, Bangalore - 560 012.

Phone : +91 (80) 2356 9300

Fax : +91 (80) 2334 4231

Grams : PORCELAIN

VENDOR NUMBER: 16180

M/s Open Tender Website only

BBBB

Bengaluru 560012

6000094265 / 06.09.2021

COLLECTIVE RFQ : PKNBOS0021

Contact Person : P.K Nagaraj

Telephone : 2699 8179

Our Reference : TWO part

**Integrity Pact : not applicable**

**Quotation Deadline : 22.09.2021**

**Material Req'd By : 31.10.2021**

PLEASE SUBMIT WITHOUT OBLIGATION YOUR LOWEST QUOTATION (**IN SEALED COVER SUPERSCRIBED WITH RFQ NO. & DUE DATE**) FOR THE FOLLOWING ITEMS SUBJECT TO CONDITIONS NOTED BELOW AND OVERLEAF, SO AS TO REACH US ON OR BEFORE 14.00 Hrs ON THE DUE DATE. LATE TENDERS ARE LIABLE TO BE REJECTED

Item	Material	Description	RQF Quantity	Unit
Drawing/Doc No & Version		Quot._Deadl.	Delivery date	
00010	EL0679039678	Back Aluminium paste for solar cells	13,200	kg
PS 439 356 - 02				

For BHARAT HEAVY ELECTRICALS LIMITED



Purchase Executive

- 1.VENDOR SHOULD QUOTE HSN CODE & APPLICABLE GST FOR ALL THE INDIVIDUAL LINE ITEMS.
- 2.RATE SHALL BE QUOTED IN BOTH WORDS & FIGURES.ORELSE WILL BE LIABLE FOR REJECTION
- 3.OFFERS RECEIVED AFTER DUE DATE WILL BE REJECTED.
- 4.OFFERS RECEIVED WITHOUT ENQUIRY NUMBER & DUE DATE SHALL ALSO BE REJECTED.
- 5.TERMS & CONDITIONS ATTACHED

<b>Vendor Bid Form</b> (This document should be filled and signed document along with other documents called for in this form are to be sent alongwith Techno-Commercial offer)		
BHEL Unit	SBD Bangalore	
RFQ/NIT/Enquiry no.	PKNBOS0021	
Description	BACK AL PASTE FOR SOLAR CELLS PROCESSING	
Sr. No	DESCRIPTION	VENDOR TO FILL THE DETAILS
		RESPONSE
1	VENDOR NAME	
2	OFFICE ADDRESS	
3	WORKS ADDRESS (1,2 etc if any)	
4	Order to be Placed on, Details	
5	CONTACT PERSON	
6	TELE, MOBILE NO	
7	FIRM MAIL IDs	
8	GST NO, scanned copy (mandatory document). <b>To be attached along with Techno-commercial offer.(applicable for Indigeneous suppliers)</b>	
9	PAN NO, scanned copy(mandatory document). <b>To be attached along with Techno-commercial offer.</b>	
10	BANK AND BRANCH NAME	
11	BANK ACCOUNT NO	
12	MSE VENDOR / NON MSE VENDOR	
13	Vendor to submit the MSE documents as per ITB/GCC/SCC along with UAM no/Udyam Registration . In case of non–submission, vendor will be treated at par with non–MSE vendors (Mandatory document). <b>To be attached along with Techno-commercial offer.(applicable for Indigeneous suppliers)</b>	
14	ORIGIN OF DISPATCH	
15	QUOTATION REFERENCE	
16	QUOTATION DATE	
17	Preference to make in India order2017 dated 16.09.2020.Submit certificate as per ANNEXURE–B . <b>To be attached along with Techno-commercial offer.(applicable for Indigeneous suppliers)</b>	
18	Declaration required under Rule 144(xi) of General FinancialRules, 2017 amendment dt 23.07.2020 issued by Ministry of Finance, Govt. of India.Refer Annexure–X for Restrictions under Rule 144(Xi) of General Financial Rules,2017 amendment dt:23.07.2020. <b>The Bidder shall mandatorily submit Declaration as per format enclosed as part of tender(ANNEXURE-A). To be attached along with Techno-commercial offer.</b>	









 	SOLAR BUSINESS DIVISION (SBD)	SPECIAL CONDITIONS OF CONTRACT (SCC) Rev. No. 00	Item Description: : Back Al paste for Solar Cell Processing TENDER REF. : PKNBOS0021
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<p>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.</p>		
<p>The name of our Plant/ Unit may please be read as SOLAR BUSINESS DIVISION (SBD) as it was changed from ELECTRIC &amp; PHOTOVOLTAIC DIVISION (EPD)</p>		
1.	Type of Contract	Supply
2.	Item Details	Back Al Paste for solar cells processing
3.	Consignee address	<p>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.</p>
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	<p>By Air/Road. Note: It is Vendor's responsibility to ensure availability of Trucks/flights 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> <p>It is also the vendor's responsibility to ensure material is dispatched through shortest possible route. By Road/AIR</p>
7.	Terms of Delivery	<p><b><u>Indigenous purchase –</u></b> Price to be quoted on Ex-WORKS, inclusive of packing &amp; 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.</p> <p><b><u>Foreign purchase:</u></b> Price to be quoted as per attached format ( Unpriced Price Bid ) for below:</p> <p><b><u>On CPT-BIAL, Bangalore ( By Air only, No Deviation is allowed to incoterms) Offer with any deviation to Incoterms are liable for rejection.</u></b></p> <p>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 &amp; paid to Govt. by BHEL. Tax Deduction at Source (TDS) shall be applicable on the Third Party Inspection Charges. Foreign Vendor shall provide Form 10F, Tax Residency Certificate &amp; No Permanent Establishment (PE) certificate for the same.</p>
8.	Price Basis	<b><u>Firm price till supply completion. PVC not applicable</u></b>
9.	Evaluation of Offer	On package basis as per Cl. No. 19.0 of GCC (Instructions to bidders).





 	<b>SOLAR BUSINESS DIVISION (SBD)</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b> <b>Rev. No. 00</b>	<b>Item Description: : Back AI paste for Solar Cell Processing</b> <b>TENDER REF. : PKNBOS0021</b>
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		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.
10.	Change of Scope	In case of <b>changes in scope of the tender</b> 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.
11.	Quantity Variation	Based on BHEL's requirement, the quantity shall vary $\pm 30\%$ of the tender quantity.
12.	Delivery Period	Completion of supply shall be within delivery schedule as below:  1)1st lot 5000 kg 45 days from the date of manufacturing clearance. 2)2nd lot 5000 kg 90 days from the date of manufacturing clearance. 3) 3rd lot 3200 kg 180 days from the date of manufacturing clearance.  <b>Note: <u>The delivery schedule is a total requirement in case of complete order on single party. In case of splitting of order quantity mentioned in quantity split column, the delivery schedule also shall be split in the same ratio and manner of quantity split.</u></b>
13.	Document Approval	QAP shall be submitted by the bidders within 7 days from the date of PO for approval.
14.	Transit Insurance	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, <a href="mailto:Saurabh1.Agrawal@tataaig.com">Saurabh1.Agrawal@tataaig.com</a> & <a href="mailto:Samir.Paul@tataaig.com">Samir.Paul@tataaig.com</a> and copy to the following BHEL Email IDs <a href="mailto:nagarajpk@bhel.in">nagarajpk@bhel.in</a> <b><u>Insurance Details:</u></b> <b><u>For export/import:</u></b> Insurer: Tata AIG General Insurance Company Limited Policy no: 0865092106 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 <b><u>For Indigenous</u></b> 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

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15.	Unloading at BHEL-EDN/ Transportation from BIAL / <del>ICD</del> Bangalore to BHEL-EDN 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:-</p> <p><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.</p> <p><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 ( SI No. 1 of Price format)</b>  i. 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>
17.	Document to be submitted for claiming payments	CI (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 : <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 for this item
19.	Submission of Contract Performance Bank Guarantee	Not Applicable for this item

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20.	Integrity Pact	<b>NOT APPLICABLE</b>
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.
22.	Late Delivery Charges	<b>NOT APPLICABLE.</b>
23.	Preference to Make in India	<p>This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated <a href="#">15.06.2017</a>, <a href="#">28.05.2018</a>, 29.05.2019, 04.06.2020 &amp; 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 <a href="#">15.06.2017</a>, <a href="#">28.05.2018</a>, 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	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.
25.	Inspection Agency	<ol style="list-style-type: none"> <li>1. A detailed QAP 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> <li>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.</li> </ol>



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		<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. In case of Bidder opting to not quote for Third Party Inspection Charges, loading @ 0.2032% of their total basic prices shall be loaded for evaluation purpose.</p>
26.	<b>TAXES AND DUTIES</b> (Clause No. 4.1, 4.2 & 4.3) (Applicable only for Indian Bidders)	Clause No. 4.1, 4.2 & 4.3 of GCC to be read as: <b>4.1 CGST/SGST/UTGST/IGST</b> 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 their tax invoice. 4.1.3 The purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB. 4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. 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.
27.	<b>OTHER TAXES &amp; LEVIES</b> (Clause No. 4.4) (Applicable only for Indian Bidders)	Clause No. 4.4 of GCC to be read as: <b>4.2 OTHER TAXES &amp; LEVIES</b> 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.
28.	<b>CUSTOMS DUTY</b> (Clause No. 4.5 of GCC) (Applicable only	Clause No. 4.5 of GCC to be read as: <b>4.3 CUSTOMS DUTY</b> 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



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	for Indian Bidders)	<p>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.	<b>DIRECT TAXES</b> (Clause No. 4.6 of GCC)  (Applicable only for Indian Bidders)	Clause No. 4.6 of GCC to be read as: <b>4.4 DIRECT TAXES</b> 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.
30.	<b>STATUTORY VARIATION</b> (Clause No. 5.0 of GCC)  (Applicable only for Indian Bidders)	Clause No. 5.0 of GCC to be read as: <b>5.0 STATUTORY VARIATION</b> 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 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. 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
31.	<b>New Clause of GCC</b>  (Applicable only for Indian Bidders)	<b>9.7 Other clauses</b> 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.



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		<ul style="list-style-type: none"> <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> <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> </ul> <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.	DOCUMENTS TO BE SUBMITTED BY VENDOR (Clause No. 9.2 of GCC)	<p>Clause No. 9.2 of GCC to be read as:  <b>9.2 DOCUMENTS TO BE SUBMITTED BY VENDOR (All Same)</b></p> <ul style="list-style-type: none"> <li>(a) To be replaced with GST compliant Invoice</li> <li>(b) Duty drawback documents as per applicable law (original+1 copy)</li> </ul>
33.	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 (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&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>
34.	New Clauses of GCC	<ul 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. 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.</li> </ul>

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		<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>
<p>35.</p>	<p><b>RISK &amp; COST CLAUSE</b></p>	<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 form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also</p>



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		<p>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 &amp; 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"> <li>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</li> <li>2. Let the value of executed work/supply till the time of termination of contract= X</li> <li>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</li> <li>4. Delay in executed work/supply attributable to contractor/supplier i.e. <math>T2 = (1 - X/Y) \times T1</math></li> <li>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.</li> </ol> <p>Note: Incase portion of work/supply is withdrawn; no LD shall be applicable for portion of work/supply withdrawn.</p>
36.	NOTE	<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> <ol style="list-style-type: none"> <li>1. GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor on GSTN Portal.</li> <li>2. Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [if (a) above could not be complied].</li> <li>3. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements.</li> <li>4. In case vendor 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</li> </ol>