



**BHARAT HEAVY ELECTRICALS LIMITED
SOLAR BUSINESS DIVISION**

EOI Ref: MANPVT0003

BHEL SBD Herewith Publishes

Expression of Interest

(EOI)

and

Invites Prospective vendors to partner with BHEL

for

Entering into TC-MOU (Techno-commercial Memorandum of Understanding) and Pre- bid tie up for Tracker systems for DESIGN, MANUFACTURING, SUPPLY, INSTALLATION AND COMMISSIONING OF TRACKER SYSTEM for various solar PV projects across India

Ref: MANPVT0003 Dated 09.09.2024

Due Date of Receiving duly filled EOI: 19.09.2024 14:00 Hrs

About BHEL

BHEL is India's largest engineering and manufacturing enterprise, operating in the energy, industry and infrastructure sector. Company was established in the year 1964 and since then it has been "Making in India" offering comprehensive products, systems, and services in various areas including power generation (thermal, hydro, gas, nuclear, and solar PV), transmission, transportation, defence, aerospace, oil and gas, and emerging sectors like battery energy storage systems and electric vehicle chargers. BHEL has been instrumental in developing the country's power generation capacity, contributing to core industrial and strategic sectors since the time of its humble beginning. The company's commitment toward its customer is evident through wide range of product portfolio, development and absorption of new technologies, consistent investment of more than 2.5% of its revenue on R&D and innovation, establishment of world-class manufacturing facilities and offering sustainable business solutions. Apart from serving customers, BHEL has been supporting communities through programs like skill development, promoting health, hygiene, education, cleanliness and environmental protection, thus contributing to the society as a whole.

The purpose of publishing this EOI is to provide opportunities to probable vendors who can partner with BHEL for design, manufacturing, supply, installation and commissioning of tracker system for various solar PV projects across India.

Note: BHEL reserves its right to independently verify the documents submitted and visit the vendor works for assessment. Necessary arrangements shall be made by the prospective vendors



All corrigenda, addenda, amendments, time extensions, clarifications etc. to the Tender will be hosted on <https://bhel.com> only. Bidders should regularly visit this website to keep themselves updated.

Queries:

Bidders to note that any queries related with EOI are to be submitted online only at Email ID provided in Table A with CC to **k.manoj@bhel.in**. Queries/clarifications received in any other form are liable to be unanswered. A reply from the concerned will be given on the same Email ID.

Table A

Description	Email Id
For Technical Queries	punam@bhel.in
For General & Commercial Queries	k.manoj@bhel.in
For submission of offers against EOI	technicalbid-epd@bhel.in

Submission of EOI

Offers against EOI to be submitted on Email address to **technicalbid-epd@bhel.in** with subject as Ref: **MANPVT0003 Dated 09.09.2024 "DESIGN, MANUFACTURING, SUPPLY, INSTALLATION AND COMMISSIONING OF TRACKER SYSTEM"** (Mail size should not be more than 20 MB. In case the size is larger, offer can be submitted partwise in multiple mails).

Following documents to be attached while submitting EOI:

1. Annexure I (Duly filled, signed, stamped on official letterhead)
2. Annexure II- Non-Disclosure Agreement (Duly filled, signed, stamped on official letterhead)
3. Documents in support of Pre-Qualification Requirements- Technical
4. Technical offer, comprising of technical specification/Product Catalogues/Datasheets/Drawings/ QAP/ Test report etc
5. Signed SCC, GCC and other formats as mentioned in the tender
6. Documentary evidences for Manufacturing capabilities
7. Any other documents

Note: Bidders may adopt this mode at their own risk. BHEL does not own any responsibility /liability for delays in receipt / loss of secrecy of such offers.

No physical offers for EOI will be accepted.

Plant Location details:

**BHARAT HEAVY ELECTRICALS LTD
SOLAR BUSINESS DIVISION
Prof. CNR Rao Circle,
Opp. Indian Institute of Science,
Malleswaram Bangalore – 560012 India**



ANNEXURE – I

FORMAT FOR SUBMISSION OF EOI

(to be printed on the official letterhead of the APPLICANT)

To,

Mr. Vinay Kumar
AGM-Materials Management
BHEL SBD Bengaluru-560012

Dear Sir,

Subject: Submission of Expression of Interest Ref: MANPVT0003 Dated 09.09.2024 “DESIGN, MANUFACTURING, SUPPLY, INSTALLATION AND COMMISSIONING OF TRACKER SYSTEM”

With reference to your EOI inviting notice Ref: MANPVT0003 Dated 09.09.2024 and after examining the detailed documents and other details mentioned in the EOI document, I/We hereby offer to submit my /our Expression of Interest.

1. All the annexures and documents necessary in this connection are enclosed hereto. All the documents/ photocopies of the documents have been self-attested by me/us and BHEL is free to reject our offer if any of the documents/photocopies of the documents is/are found to be false or forged.
2. I/we, hereby also declare(s) that I/we have read all terms and conditions in the EOI and all terms and conditions mentioned in the EOI are acceptable. I herewith submit duly signed and accepted Non Disclosure Agreement as per Annexure II.
3. I/we, hereby also declare(s) that my/our organisation/firm is not debarred/ blacklisted by any Central/State Govt. department, agency, PSUs/ Institution/ Agencies/ Autonomous organization.
4. The information sought from me as per the EOI notice is enclosed to this letter.

Yours Faithfully,

(Signature & Stamp of Authorised Signatory)

Name

Designation:

Date:

Place:



ANNEXURE II

NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, EPD's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.


I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Place: - _____ Date: - _____

Name

Company

Signature

	SOLAR BUSINESS DIVISION (SBD)	SPECIAL CONDITIONS OF CONTRACT (SCC)	ITEM: DESIGN, MANUFACTURING, SUPPLY, INSTALLATION AND COMMISSIONING OF TRACKER SYSTEM Ref No: MANPVT0003
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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	Tender invitation- Expression of Interest for Entering into TC-MOU (Techno-commercial Memorandum of Understanding) and Pre- bid tie up for Tracker systems for DESIGN, MANUFACTURING, SUPPLY, INSTALLATION AND COMMISSIONING OF TRACKER SYSTEM for various solar PV projects across India
2.	Item Details	DESIGN, MANUFACTURING, SUPPLY, INSTALLATION AND COMMISSIONING OF TRACKER SYSTEM as per following documents : 1. Technical Specifications DOC NO: PS-439-1426 Rev: 01 2. PRE-QUALIFICATION REQUIREMENTS- TPQR Rev: 00
3.	Consignee address	Shall be informed at the time of floating of NIT (Purchase Inquiry). Consignee address in LR should be strictly as per above.
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: k.manoj@bhel.in ; For Technical Clarifications: punam@bhel.in ;
7.	Mode of Dispatch	By Road/Rail. Note: It is Vendor's responsibility to ensure availability of Trucks/Train/Flights/Ships schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. • 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/AIR/SHIP
8.	Price basis	BHEL will finalize TC MOU with qualified and registered bidders.



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		<p>Subsequently, based on BHEL requirement, NIT (purchase enquiries) shall be floated for obtaining offer including price bids. (Note: price Bid is not to be submitted along with TC MOU offer)</p> <p>Price Basis for such enquiries floated against TC MOU shall be as follows: Indigenous purchase – Ex-WORKS, inclusive of packing & forwarding charges. Taxes and duties to be paid in line with GCC. Material to be dispatched on freight pre-paid basis to the consignee address as per clause no. 3 above as mentioned in the enquiry. Insurance is in the scope of BHEL. All the other applicable taxes including Income Taxes (TDS) as per Indian law shall be deducted from the payables & paid to Government by BHEL.</p>
9.	Evaluation of Offer	Shall be specified later during floating the NIT (Purchase Inquiry)
10.	Change of Scope	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	Shall be specified later during floating the NIT (Purchase Inquiry)
12.	Reverse Auction	Shall be specified later during floating the NIT (Purchase Inquiry)
13.	Delivery Period	Shall be specified later during floating the NIT (Purchase Inquiry)
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 copy, Packing List, Challan indicating the items dispatched (with their weights).
15	Unloading at SBD/project site and transportation from Indian port to consignee address in case of imports	In the scope of BHEL.
16	Payment terms	Shall be specified later during floating the NIT (Purchase Inquiry)



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17	Documents to be Submitted by Seller / Contractor for Claiming Payment	Shall be specified later during floating the NIT (Purchase Inquiry)
18	Guarantee period	As per technical specification
19	Submission of Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as Performance Security (PS)	<p>Applicable</p> <p>PERFORMANCE SECURITY (PS) shall be submitted by the bidder for an amount equivalent to 5% of the contract value including Taxes & Duties on FOR Destination price. Performance security shall be valid for Product Warranty period i.e. 10 years from the date of Supply.</p> <p>Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security shall be submitted by the successful bidder after the award of contract.</p> <p>Modes of deposit: Performance security may be furnished in the following forms:</p> <ol style="list-style-type: none">I. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.II. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.III. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).IV. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).V. Insurance Surety Bond. <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>Performance security is to be submitted within 10 days from the date of Letter of Intent (LOI)/ Purchase Order (PO) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations</p> <p>Forfeiture of Performance Security: The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p>



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		<p>PS should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security shall not carry any interest.</p> <p>In case of delay in submission of Performance security, enhanced Performance security which would include interest (SBI MCLR rate+6%) for the delayed period, shall be submitted by the bidder. Further, 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 Tender/contract, from the bills along with due interest</p>
20	Integrity Pact	APPLICABLE – Shall be specified later during floating the NIT (Purchase Inquiry)
21	Organization Chart	The bidder shall submit the overall organization chart along with contact details/mobile no. of officials dealing with this contract package for engineering, supply, Quality, etc. along with TC-MOU offer.
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 (including 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:</p> <ol style="list-style-type: none">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. (including taxes, duties and freight)



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23	Preference to Make in India	<p>This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 issued by Govt. of India (copy enclosed).</p> <p>"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ POI WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."</p> <p>Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links:</p> <p>https://dipp.gov.in/sites/default/files/publicProcurement_MakeinIndia_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%2020_20.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> <p>Amendments/addendums/circulars/Revisions thereto if any from Government or Statutory bodies or agencies shall be applicable if not explicitly stated above from time to time. It is the responsibility of the bidders to keep updated themselves of the same. The bidders shall submit their offers in compliance.</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	Inspection Agency	<p>As Applicable by BHEL/BHEL's Customer/BHEL Nominated Agency</p>
26	TAXES AND DUTIES (Clause No. 4.1, 4.2 & 4.3)	<p>Clause No. 4.1, 4.2 & 4.3 of GCC to be read as: 4.1 CGST/SGST/UTGST/IGST</p>



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	(Applicable only for Indian Bidders)	<p>4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.</p> <p>4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice.</p> <p>4.1.3 The purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB.</p> <p>4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC.</p> <p>4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract.</p>
27	OTHER TAXES & LEVIES (Clause No. 4.4) (Applicable only for Indian Bidders)	<p>Clause No. 4.4 of GCC to be read as:</p> <p>4.2 OTHER TAXES & LEVIES 4.2.1 All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser.</p>
28	CUSTOMS DUTY (Clause No. 4.5 of GCC) (Applicable only for Indian Bidders)	<p>Clause No. 4.5 of GCC to be read as:</p> <p>4.3 CUSTOMS DUTY</p> <p>4.3.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices.</p> <p>4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.</p> <p>4.3.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid.</p>




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29	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.
30	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.
31	New Clause of GCC (Applicable only for Indian Bidders)	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. All payments against Tax Invoice to vendors/contractors shall be released only after: Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. Confirmation of payment of GST thereon by vendor on GSTN portal

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		<p>In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL.</p> <p>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	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>