



TERMS & CONDITIONS:

NOTE:

- These Conditions shall be read in conjunction with General Terms & Condition (GTC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GTC.
- All corrigenda, addenda, amendments, time extensions, clarifications etc. to the Tender will be hoisted through email.
- As per the GOI directive, GeM procurement is mandatory. All bidders are requested to on-board on GeM Portal for their all products. Order shall be placed only after obtaining GeM Seller ID of the L1 bidder.
- Our unit name has been changed to SOLAR BUSINESS DIVISION (SBD) from ELECTRIC & PHOTOVOLTAIC DIVISION (EPD) w.e.f. 09.10.2020

1.	Type of Contract	FOR Basis
2.	Item details	SUPPLY OF PEEP HOLE FOR RK, BSK AND NSK SHUTTLE KILNS
3.	Consignee address	STORES INCHARGE BHARAT HEAVY ELECTRICALS LTD SOLAR BUSINESS DIVISION Prof. CNR Rao Circle, Opp. Indian Institute of Science, MALLESWARAM BANGALORE – 560012 Phone:- +91 80 2218 2262
4.	Buyer and Paying Authority	Bharat Heavy Electricals Limited - SBD, Bangalore
5.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
6.	Mode of Dispatch	By Road / Rail / Air For Indigenous Bidders: On door delivery and freight pre-paid basis. Transit Insurance will be in BHEL scope. Note: It is Vendor's responsibility to ensure availability of Trucks/ships schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. <ul style="list-style-type: none"> Part shipment is allowed. Transshipment is not allowed. It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.
7.	Transportation & Freight Charges	Material to be dispatched on freight pre-paid basis including destination charges.
8.	Road Permit / E-waybill	Road Permit / E-way bill, to be arranged by Supplier / Transporter / BHEL (as per GOI mandate).
9.	Evaluation of Offers	The evaluation currency for this tender shall be INR. Evaluation of the tender shall be done on the basis of overall delivered cost of Package , i.e. 'total cost to BHEL' of the package w.r.t the finalized technical scope and commercial conditions and taking into consideration loadings, if any, and all available financial advantages. Vendors are supposed to fill all the Price Formats (for Supply) in all respects. If any Price Format/cell of Price Format is left blank by the bidder, it shall be treated as "quoted by the bidder on Free of Cost to BHEL", unless specified otherwise elsewhere in the NIT. All prices (except for main Price Schedule) shall be quoted on Ex-works basis.
10.	Validity of Offers	VALIDITY OF OFFER shall be read as: Vendors' offers shall be submitted with the following validity periods: <ol style="list-style-type: none"> Original offer shall be valid for 90 days from Part-I opening for placement of order. In case of revised price bid/ price impact/negotiation/Reverse Auction, the validity of the same shall be 60 days from the date of revised price bid/ price impact/negotiated price/Reverse Auction or 120 days from Part-I opening, whichever is later. Offers with shorter validity than above are liable to be rejected.
11.	Quantity Variation	Not applicable
12.	Split order condition/ Load Sharing	Not applicable
13.	Inspection Agency	Pre-dispatch inspection is not applicable and post delivery inspection at BHEL SBD is applicable.
14.	Drawing Document submission	Not applicable



15.	Delivery schedule	Material shall be delivered at BHEL SBD within 45 days from PO date.
16.	Transit Insurance	In supplier scope.
17.	Unloading at Site	Unloading will be in the scope of BHEL.
18.	Demurrage charges	Demurrage charges shall be paid by supplier/vendor only to the transporter. No claim shall be acceptable to BHEL in this regard.
19.	Organization Chart	Contact details (Email, Mobile No. and Phone no.) for concern person to be submitted by the Bidder.
20.	Delivery Failure and Termination/Liquidated Damages	<p>Applicable. 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:</p> <ol style="list-style-type: none"> 1. Date of receipt of material at BHEL stores (Gate Entry) shall be considered as date of delivery for levying LD. 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)
21.	Payment terms	<p>Payment Terms :100% of basic price of material supplied, as per PO, along with 100% taxes & duties (as applicable) & freight charges, shall be paid on pro-rata basis within</p> <p>(i) 45 days for Micro & Small Enterprises (MSEs) (ii) 60 days for Medium Enterprises (iii) 90 days for Non-MSME</p> <p>from the date of receipt of goods & receipt of complete documents as per order/contract subject to acceptance of materials. Statutory deductions will be made from payment, certificate if any will be issued by BHEL.</p> <p>[Note: To avail benefits under the Public Procurement Policy for MSEs, bidders must be manufacturer/OEM of the offered product and all other vendors shall be paid within ninety (90) days.]</p>
22.	Packing	Safe Packing (without any damage).
23.	Documents to be Submitted by Vendor	<p>DOCUMENTS TO BE SUBMITTED BY VENDOR</p> <p>For Claiming 100% Payments for Supply following documents to be submitted for payment purpose</p> <ol style="list-style-type: none"> 1. GST Invoice – original 2. Receipted LR/DC – original 3. Warranty/ Guarantee certificate
24.	Guarantee/ Warranty Period	One (01) year from the date of supply.
25.	EMD	Not applicable
26.	Contract Performance Bank Guarantee (CPBG)	Not applicable
27.	GST related	<p>9.7 Other clauses</p> <ol style="list-style-type: none"> 1. Vendor/Supplier will intimate BHEL along with LR/RR (as applicable) immediately on removal of goods from vendor/supplier works. 2. All payments against Tax Invoice to vendors/contractors shall be released only after: <ol style="list-style-type: none"> a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal 3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the



		vendor/contractor along with interest levied/leviable on BHEL. 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.
28.	GST related	<ul style="list-style-type: none">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).b) The bidder should have been registered with the appropriate authority under relevant GST laws.c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealerd) 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.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.
29.	RISK & COST CLAUSE	Not applicable
30.	NOTE	<p>Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply.</p> <p>1. GST portion of invoice shall be released only upon 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.</p> <p>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].</p> <p>3. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.</p> <p>4. In case vendor delays declaring such invoice in his return & GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from vendor/contractor along with interest levied/leviable.be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.</p>
31.	Provisions for MSE vendors	<p>PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)</p> <p>Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSEs registered with Government designated authorities as per the Purchase & Price Preference Policy of the Government subject to them becoming eligible otherwise.</p> <p>Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit the UDYAM Registration certificate along with attested copy of a CA certificate [as per Annexure-G (i) or (ii)] applicable for the relevant financial year (latest audited) along with the tender documents in the Part-I bid to avail the applicable benefits.</p> <p>Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of two-part bid and three-part bid).</p> <p>Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of part I bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit shall be applicable if any deficiency in the above required documents are not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.</p> <p>Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises (MSME).</p> <p>PURCHASE PREFERENCE FOR MSE VENDORS:</p> <p>A. For Items which are divisible in nature:</p>



		<p>MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided:</p> <ol style="list-style-type: none"> 1. The MSE vendor matches the L1 price. 2. L1 price is from a non MSE vendor. 3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 – nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band). 4. 3% of the 25% will be earmarked for women owned MSEs. 5. 25% of the 25% (i.e., 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) & (2) are fulfilled. 6. In case where no SC/ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, the 6.25% of earmarked quantity for SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender. <p>B. For Items which are not divisible in nature:</p> <p>MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 100% of the requirement (as applicable) against this tender provided:</p> <ol style="list-style-type: none"> 1. The MSE vendor matches the L1 price. 2. L1 price is from a non MSE vendor. 3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 – nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band). 4. No distribution shall be done specifically to women owned MSEs or SC/ST owned MSEs in such cases. <p>Documents to be submitted for claiming MSE status and intended benefits: Udyam Registration certificate.</p>
32.	Preference to Make in India	<p>"For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".</p>
33.	Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:</p> <ol style="list-style-type: none"> a. An entity Incorporated, established or registered in such a country; or b. A subsidiary of an entity Incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose <i>beneficial owner</i> is situated in such a country, or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above <p>IV. The <i>beneficial owner</i> for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> 1. In case of a company or Limited Liability Partnership, the <i>beneficial owner</i> is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation-</p> <ol style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;



		<p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;</p> <p>4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.</p> <p>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p> <p>* The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.</p> <p>* List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (https://www.meaw.gov.in).</p> <p>Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 to be submitted on the bidder's letter head as per Annexure-D (i) or Annexure-D (ii) – as applicable.</p>
34.	Relaxation in Public Procurement Norms for Startups	For all public procurement, the criteria of prior turnover and prior experience for all Startups is relaxed subject to their meeting of quality and technical specifications. DPIIT (Department for Promotion of Industry and Internal Trade) Certificate of Recognition for Startups to be submitted for availing benefits.
35.	Declaration by bidder regarding protection of commercial interests of BHEL	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
36.	Reverse Auction	Not Applicable.
37.	Conflict of Interest	"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner(s) in common; · or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, · or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more than one bid, or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:



		<p>i. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>ii. Indian/foreign agent on behalf of only one principal, ·</p> <p>or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, · or</p> <p>In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/ similar line of business. "</p>
38.	E-INVOICING	<p>A) As per the latest government guidelines, the e-invoicing under GST is being implemented w.e.f. 1st April 2021 for all the taxable person having turnover more than ₹50 crores and from 1st April 2022, it shall apply to those with a turnover of more than ₹20 crores.</p> <p>B) It is mandatory to mention a valid unique invoice reference no. And QR code to claim GST credit in GST return and the same shall be matched with corresponding details uploaded by vendor in e-invoicing system.</p> <p>C) Invoice to be raised only when all the documents are available with the vendor for submission to BHEL.</p>
39.	Breach of contract, Remedies and Termination	<p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, any other amount payable to vendor from any units of BHEL, etc. with BHEL) or legal remedies shall be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>In any case of Breach of contract amount equivalent to 10% of the contract value in shall be recovered from the contractor.</p>
40.	No Interest Payable to Contractor	<p>Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, Performance Security, EMD, Retention Money or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.</p>
41.	FORCE MAJEURE	<p>1. Force Majeure shall mean circumstance which is:</p> <p>a) beyond control of either of the parties to contract,</p> <p>b) either of the parties could not reasonably have provided against the event before entering into the contract,</p> <p>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>d) is not substantially attributable to either of the parties And Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <p>i) War, hostilities, invasion, act of foreign enemies.</p> <p>ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</p> <p>iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</p> <p>vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</p> <p>vii) Epidemic, pandemic etc.</p>



		<p>2. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>3. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none">i) Constitute a default or breach of the Contract.ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. <p>6. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure</p>
42.	Limitation of Liability	Notwithstanding anything to the contrary in this Contract or LOI or Purchase Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Purchase Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever.
43.	Jurisdiction	Courts at Bengaluru shall alone have exclusive jurisdiction to adjudicate on any / all matters arising out of or concerning to this Contract
44.	Governing Laws	The contract shall be governed by the Law for the time being in force in the Republic of India
45.	Special Note	Vendor who has been banned by BHEL or against whom action due to non-performance has been initiated by BHEL shall not be eligible for participation. Such offers will not be considered for evaluation and will be rejected. Bidders shall confirm acceptance of technical specification which is part of the tender document. Any deviation from technical specification can be rejected at BHEL's discretion.
46.	Conciliation	<p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).</p> <p>Note:</p> <p>Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>



47.	<p>Breach of contract, Remedies and Termination</p>	<p>BREACH OF CONTRACT: The following shall amount to breach of contract:</p> <ul style="list-style-type: none">i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.iv. The Supplier/Vendor fails to replace the defective equipment/ material/component as per guarantee clause.v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner. <p>Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p>REMEDIES IN CASE OF BREACH OF CONTRACT.</p> <ul style="list-style-type: none">i. Wherein the period as stipulated in the notice issued under clause 48 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:<ul style="list-style-type: none">a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits	
Ref.: SCC for Tender No. 30033720		Page 8 of 11	(Seal & sign of Bidder as token of acceptance)



		<p>or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note:</p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p>														
48.	Provisions for MSE vendors- Category	<p>Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1"> <thead> <tr> <th>Type under MSE</th><th>Please specify Yes or No (If applicable)</th></tr> </thead> <tbody> <tr> <td>Udyam Registration No.</td><td></td></tr> <tr> <td>SC/ST Owned</td><td></td></tr> <tr> <td>Women Owned</td><td></td></tr> <tr> <td>Others (excluding SC/ST & Women Owned)</td><td></td></tr> <tr> <td>Micro</td><td></td></tr> <tr> <td>Small</td><td></td></tr> </tbody> </table> <p>Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.</p>	Type under MSE	Please specify Yes or No (If applicable)	Udyam Registration No.		SC/ST Owned		Women Owned		Others (excluding SC/ST & Women Owned)		Micro		Small	
Type under MSE	Please specify Yes or No (If applicable)															
Udyam Registration No.																
SC/ST Owned																
Women Owned																
Others (excluding SC/ST & Women Owned)																
Micro																
Small																
49.	Declaration by bidder regarding protection of commercial interests of BHEL	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.														
50.	Suspension Of Business Dealings	BHEL reserves the right to act against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.														
51.	Fraud Prevention Policy	Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.														
52.	Cartel Formation	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines														
53.	Suvidha Portal	The facility for Online Invoice Registration and Document Upload has been enabled in the SUVIDHA Portal https://suvidha.bhel.in/suvidha/ for all BHEL Suppliers and Contractors. With effect from 01-October-2025, it will be mandatory for all Suppliers/Contractors to register their invoices exclusively through the SUVIDHA Portal along with the required documents.														

	SOLAR BUSINESS DIVISION (Erstwhile known as Electric & Photovoltaic Division)	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	INDIRECT MATERIAL TENDER NO. 30033720 - SUPPLY OF PEEP HOLE FOR RK, BSK AND NSK SHUTTLE KILNS
For net invoice amount exceeding 5 lakhs inclusive of taxes, uploading of a Class 3 digitally signed tax invoice is mandatory. For invoices up to ₹5 lakhs inclusive of taxes, a scanned copy may be uploaded however, submission of the hard copy is mandatory if a Class 3 digitally signed tax invoice is not uploaded. All Suppliers/Contractors are therefore requested to register on the SUVIDHA Portal and ensure compliance from 01-October-2025 onwards.			
54. Checklist	Annexure – K		



ANNEXURE – K: CHECKLIST OF ENCLOSURES

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)	Whether proof / document enclosed (YES / NO)
1	Signed & stamped copy of GTC		
2	Signed & stamped copy of SCC		
3	GSTIN certificate should be submitted		
4	Udyam Registration (if applicable)		
5	Freight %		
6	GST % with HSN code		
7	SEALED & SIGNED ANNEXURE-D		
8	SEALED & SIGNED ANNEXURE-F (Declaration for PPPMII, along with Local Content declaration)		
9	Declaration of authorized Signatory		
10	Sealed & signed unpriced BOQ		
11	Annexure-II Deviation Sheet Cost of Withdrawal- Un-Priced Copy		
12	Signed & stamped copy of NIT		

		SOLAR BUSINESS DIVISION (Erstwhile known as Electric & Photovoltaic Division)	NOTICE INVITING TENDER (NIT) Revision No. 00	INDIRECT MATERIAL TENDER NO. 30033720 - SUPPLY OF PEEP HOLE FOR RK, BSK AND NSK SHUTTLE KILNS
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NOTICE INVITING TENDER (NIT)	
Enquiry No: 30033720	Date: As per online portal
DUE DATE & TIME: As per online portal	BID OPENING DATE & TIME As per online portal

Dear Sir/ Madam,

Subject: Tender Enquiry for “**SUPPLY OF PEEP HOLE FOR RK, BSK AND NSK SHUTTLE KILNS**” as per Technical Specifications and terms & conditions of tender enquiry.

BHEL invites offers from reputed Vendors for the subject items.

1.	Tender Inviting Officer	Sh. Vinay Kumar, AGM/ MM BHARAT HEAVY ELECTRICALS LTD SOLAR BUSINESS DIVISION Prof. CNR Rao Circle, Opp. Indian Institute of Science, MALLESWARAM BANGALORE – 560012 EMAIL: vinay@bhel.in Phone:- +91 80 2218 2272
2.	Item Description	SUPPLY OF PEEP HOLE FOR RK, BSK AND NSK SHUTTLE KILNS
3.	Tender Document availability	Tender documents shall be downloaded from the website https://eprocurebhel.co.in/nic gep/app , www.bhel.com (for Open Tenders) and central procurement portal https://eprocure.gov.in/ (for Open Tenders) All corrigenda, addenda, amendments, time extensions, clarifications etc. to the Tender will be hosted on https://eprocurebhel.co.in/nic gep/app only. Bidders should regularly visit this website to keep themselves updated.
4.	Due Date, Time & Place for Submission of Offer	This is an E-Tender floated online through our e-procurement platform https://eprocurebhel.co.in/nic gep/app . The bidders shall respond by submitting their offer online only in our E-Procurement platform https://eprocurebhel.co.in/nic gep/app . Bids are invited in Two Parts (Part-1 & Part-2). Hard copy bids or bids through Email/ FAX shall not be accepted. Due date and Time: As mentioned at online portal (Part-1 bid only).
5.	Pre Bid Meeting	Not applicable. However, vendor can send their queries through email atleast 01 day in advance of the due date.
6.	Mode of Submission of Tender	The Tender shall be submitted in two Parts in our E-Procurement Platform https://eprocurebhel.co.in/nic gep/app on or before the due date & time, as follows: PART-1: Pre-Qualification, Technical and Commercial Terms & Conditions Bid: Comprising of following: i. Compliance to addendum/ corrigendum to the tender (if any) ii. Notice Inviting Tender, NIT (Mandatory) iii. General Terms & Conditions

		SOLAR BUSINESS DIVISION (Erstwhile known as Electric & Photovoltaic Division)	NOTICE INVITING TENDER (NIT) Revision No. 00	INDIRECT MATERIAL TENDER NO. 30033720 - SUPPLY OF PEEP HOLE FOR RK, BSK AND NSK SHUTTLE KILNS
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		<p>iv. Special conditions of contract, SCC along with annexures/appendix (Mandatory)</p> <p>v. Technical offer, comprising of technical specification and other documents as asked in technical specifications e.g. drawings, test report etc. (Mandatory)</p> <p>vi. NIL deviation certificate.</p> <p>vii. Un-Priced bid (Quoted to be mentioned for each line item against all applicable columns).</p> <p>viii. Annexure-D for restrictions of procurement from Land Border Sharing Country Bidders</p> <p>ix. Annexure-F Declaration for PPP-MII</p> <p>PART-2: Price Bid</p> <p>i. Price bid</p> <p>ii. Any other document specifically asked by BHEL.</p> <p>Duly filled in price bid with seal & signature shall be submitted under this Part. Price shall be indicated for all items of the Tender separately against respective line item. All applicable taxes, duties, levies and freight charges shall be indicated in the Price bid.</p>
7.	Date and Time of Bid Opening.	<p>First the Part-1 bid will be opened on date and time as mentioned at online portal.</p> <p>Price Bid (Part-2) of the Techno-Commercially qualified bidders will be opened after the Techno-Commercial (Part-1) bid evaluation and our acceptance of the same. The date will be intimated separately.</p>
8.	Scope of Work	As per Technical Specifications enclosed.
9.	Commercial Terms & Conditions	As per enclosed Special Conditions of Contract (SCC) and General Terms & Conditions.
10.	EMD/ Tender Fee	Not applicable for this Tender.
11.	Special Instructions	<p>i. Bidder has to submit “NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS for General Terms & Conditions, Special Conditions of Contracts (SCC) and Notice Inviting Tender (NIT).</p> <p>ii. Un Priced Bid Format shall be submitted along with the Techno-Commercial (Part-1) bid, dully signed and stamped by the authorized signatory, with “QUOTED” written against each items & columns (wherever applicable) as an indication that the price for the same has been indicated/ quoted in the price bid.</p> <p>iii. Bidders are requested to carefully examine and understand the specifications, scope of work etc. and seek clarifications, if required, to ensure that they have understood the specifications, scope of work. Such clarifications should be sought latest before five days of the due date of submission of complete offers. Bidder’s offer should not carry any sections like clarifications, interpretations and/ or assumptions. Price quoted by the bidder shall not be allowed to change on their not understanding scope. Price change shall be applicable only in case M/s. BHEL made change in scope. Any clarifications or ambiguities shall be sought by vendor before submitting the offer.</p>

		SOLAR BUSINESS DIVISION (Erstwhile known as Electric & Photovoltaic Division)	NOTICE INVITING TENDER (NIT) Revision No. 00	INDIRECT MATERIAL TENDER NO. 30033720 - SUPPLY OF PEEP HOLE FOR RK, BSK AND NSK SHUTTLE KILNS
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		<ul style="list-style-type: none"> iv. Bidders to submit the filled in price bid under the part-2 bid only. v. If, in the price bid quoted for the required items/ equipment/ services, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly. vi. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected accordingly. vii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to conformance to sl. no. a & b mentioned above. viii. Price shall be quoted for each items of the price bid format separately against the respective items and against all applicable columns. ix. In case, if the vendor is not registered with us, such vendors are requested to register with BHEL – SBD immediately (For details of vendor registration please visit www.bhel.com). Your offer will be considered only after successful vendor registration, before RA. Along with offer submission, details of vendor registration application shall be furnished.
12.	Basis for Rejection of Offers	<ul style="list-style-type: none"> i. Incomplete offers i.e., offers without documents as per instruction of the tender and offers not complying with NIT/ Enquiry conditions shall be liable for rejection. ii. Offers not meeting the Pre-Qualification Requirements shall be liable for rejection. iii. Offers not qualifying technically/ commercially shall be liable for rejection. iv. Offers from the vendors/ bidders who are in the “Banned list” / “Blacklist” / “Put on Hold” / “Put on Holiday” by “Any unit of BHEL” or “Govt. of India” or “Govt . of Karnataka” or “Govt of other states in India” shall not be accepted. v. The decision on Acceptance/ Rejection of offers as decided by BHEL shall be final and binding on the vendors/ bidders. vi. BHEL reserves the right to reject offer of any bidder based on their poor/ non-performance in past/ present projects/ orders. vii. BHEL reserves the right to: <ul style="list-style-type: none"> a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever. b) Postpone the scheduled date without assigning any reason whatsoever. c) May ask for further qualification during techno commercial scrutiny of bids received and bidder will comply. viii. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not. ix. Canvassing i.e. soliciting favor, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged

		SOLAR BUSINESS DIVISION (Erstwhile known as Electric & Photovoltaic Division)	NOTICE INVITING TENDER (NIT) Revision No. 00	INDIRECT MATERIAL TENDER NO. 30033720 - SUPPLY OF PEEP HOLE FOR RK, BSK AND NSK SHUTTLE KILNS
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		x. in canvassing shall be liable to have his bid rejected summarily. If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BHEL reserves the right to reject such offer. xi. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject or negotiate any/all tender(s) in part or full without assigning any reason whatsoever.
13.	Documents Enclosed	i. Pre-Qualification Requirement (PQR) – Technical and Financial ii. Special Conditions of Contract (SCC) and its Annexures iii. General Terms & Condition (GTC) iv. Technical Specifications & Documents v. Un-Priced format vi. Price bid format (Online) vii. Others documents
14.	Validity of Offer	As per SCC.
15.	Other Terms	a) BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not for any reason whatsoever. b) Bids shall be submitted in soft copy (E-Procurement) and no hard copy sets/ bids in sealed cover are required to be submitted.
16.	Other instructions	As per General Terms & Condition (GTC).
17.	Contact Person for Clarifications on Commercial Terms & Conditions	Sh. Ramendra Kumar Mech-Mgr. Email: rkmech@bhel.in Ph. No. +91-080-2218 2397/ 9582891051
18.	Contact Person for Clarifications on Technical Specifications	Sh. T. Palani/ Sr. Mgr/ Insulator Production Email: tpalani@bhel.in Ph. No: +91-080-2218 2381

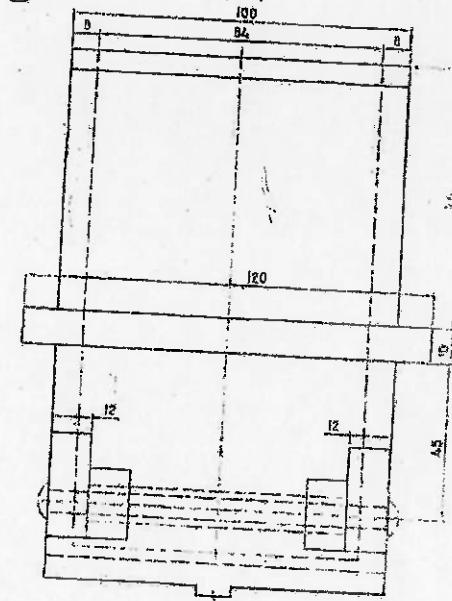
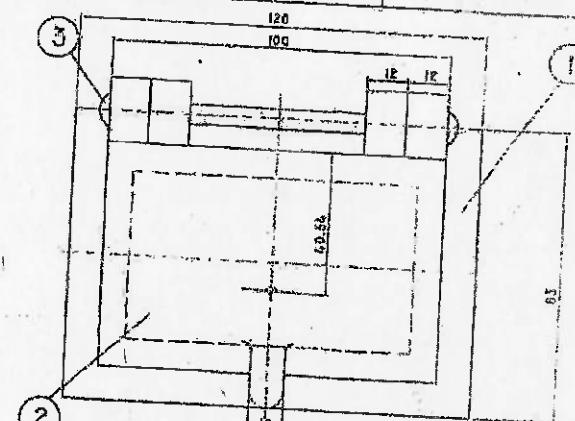
UNPRICED BOQ FOR SUPPLY OF PEEP HOLE FOR RK, BSK AND NSK SHUTTLE KILNS - 30033720								
Sr. No.	BHEL Item Code	BHEL Description of Item	Quantity	Unit of Measurement	Total Ex-Works including Packing & Forwarding +Freight (QUOTED/ NOT QUOTED)	Freight %	Applicable GST rate (%)	HSN CODE
A	B	C	D	E	F	G	H	I
1	EL8541407420	PEEP HOLE FOR RK KILN DRG MN-19501Rev 01	20	EA				
2	EL8541407438	PEEP HOLE FOR NSK & BSK DRG. 4-300-0246	45	EA				
Grand Total (Sr. No. 1 to 2), in Figure								
Grand Total (Sr. No. 1 to 2), in Words								

NOTE:

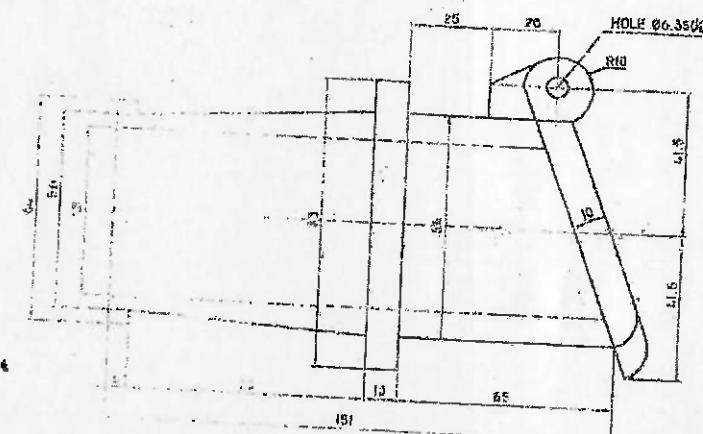
- 1 Bidder to mention "Quoted" and incorporate GST % and FREIGHT % FOR SUPPLY PART
- 2 Bidders are instructed not to fill any amount in the unpriced BOQ

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FIRST ANGLE PROJECTION



ALL DIMENSIONS ARE IN mm



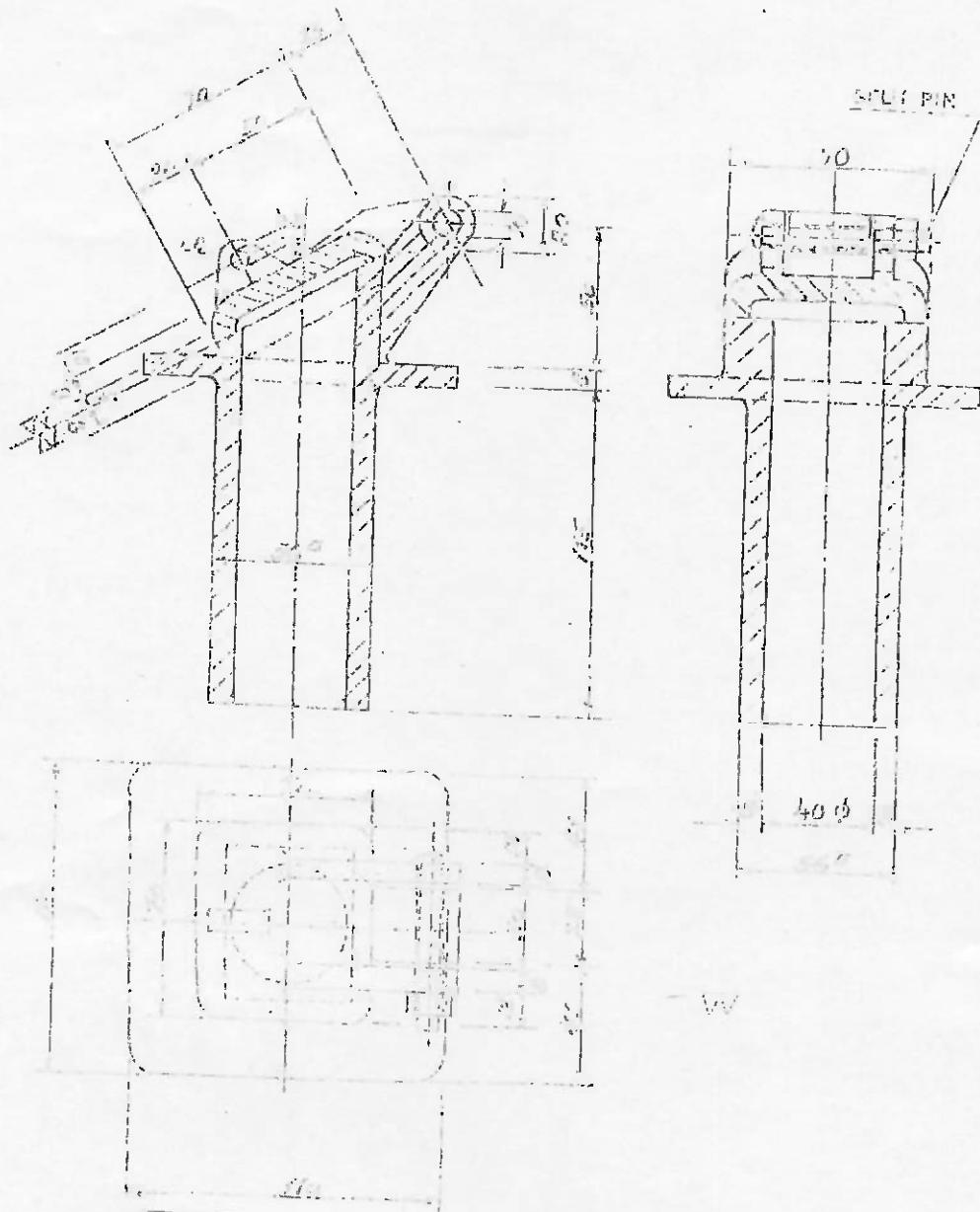
SL. No.	A
1.	B 1/2"X16 TPI TAPER PIPE THREAD
2.	B 1/2"X16 TPI TAPER PIPE THREAD

NOTE: MATCH THE COVER POSITION SUITABLY TO SEAL OVER THE DOCUMENT.

ITEM	DESCRIPTION	DRAWING NO.	MATERIAL	MATERIAL SPECIFICATION	AMT
1	COVER 06.38 X 63L	SS-316	STRUCTURAL STEEL	E250.15-2062-2006	1
2	COVER	SS-316	GREY IRON CASTING	FG200.15-210-1978	1
3	JUDY	SS-316	GREY IRON CASTING	FG200.15-210-1978	1
4					05 5

BILL OF MATERIAL			
SHRAT HEAVY ELECTRICALS LTD. ELECTROPORCELAINS DIVISION BANGALORE - 560 012		NAME P. R. S.	SIGN
DEPT	SCALE NTS	WEIGHT (kg) (Approx)	REF TO ANY DRAWING ITEM No.
PEEP HOLE PART FOR RECTANGULAR KILN		DRAWING No. MN-19501 REV 01	
E-100 LINE DRAWING		DET No.	NOTES / COMMENTS SMT DATE A-2023-07
FOLIO No.			

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MATERIAL : SS-316

FERROUS PARTS ARE HOT - DIP
GALVANIZED (EXCEPT FEMALE
THREADS) AND TESTS CONFORM
TO IS: 2633/ EC-383/ BE 729

PORCELAIN BROWN GLAZED

SHARAT HEAVY ELECTRICALS LTD.
ELECTROPORE CABLES DIVISION
BANGALORE-560 012, INDIA.

MATERIAL : SS-316									
ALOID		C-1C2		FERROUS PARTS ARE HOT - DIP GALVANIZED (EXCEPT FEMALE THREADS) AND TESTS CONFORM TO IS- 2633/EC-388/BS 729					
REV		RT		PORCELAIN BROWN GLAZED		PECP HOLE FLAP			
ITEM No	DESCRIPTION				MATERIAL			QUANTITY	
1	PECP HOLE FLAP				NAME : AKAZAR BASU			DATE : 1-X-94	
	ELECTROPORCELAIN DIVISION				CHD : D. AGARWAL			APPROVED : S. RAJU	
	BANGALORE-560 012, INDIA.				REF TO ASSY. DRG.			ITEM NO. OF ITMS	
DEPT	GRADE OF	SCALE	WEIGHT (kg)						
CODE	TO. DIM	1:2	(Approx)						
TITLE		PECP HOLE FLAP (MISTRA KUN)		DRAWING NO.					REV
SUPERVISOR				SHRIMP. NO.					NO. OF SHEETS

PEEP HOLE FLAP
(VISTRA WING)

SUPERIORITY TEST

DRAWING No.		REV
1-500-021.6		
Sheet No	1 of 16 Sheets	
SMT 23 SIDE A PGT 24		

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,
Purchase Department (MM),
SBD, BHEL, Bengaluru

Dear Sir,

Sub : Declaration by Authorised Signatory
Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

I /We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and my contact details are mentioned below:

Name:	
Mobile no.:	
Active email id:	

Yours faithfully,
(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:



GENERAL TERMS AND CONDITIONS FOR RFQ

1. APPLICABLE CONDITIONS:

These General Terms and Conditions for RFQ apply to all enquiries, tenders, requests for quotations, orders and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliveries") to Bharat Heavy Electricals Limited, Solar Business Division (hereinafter referred to as "BHEL" or the Purchaser) or its projects / customers. Any deviations from or additions to these General Terms and Conditions for Purchase require Purchaser's express written consent. The general terms of business or sale of the Seller shall not apply to the Contract. Acceptance or receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the Seller have been accepted by the Purchaser. Purchase orders, Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing.

2. DEFINITIONS:

Throughout these conditions and in the specifications, the following terms shall have the meanings as assigned hereunder, unless the subject matter or the context requires otherwise.

- a. Purchaser means Bharat Heavy Electricals Limited (a Central Public Sector Enterprise) incorporated under the Companies Act, 1956 having its registered office at BHEL House, Siri Fort, New Delhi-110049, India acting through its Unit Solar Business Division at Bangalore and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
- b. Seller means the person, firm, company or organization on whom the Purchase Order is placed and shall be deemed to include the sellers successors, permitted assigns, representatives, heirs, executors and administrators, as the case may be. It may also be referred to as Contractor, Supplier or Vendor.
- c. Contract shall mean and include the Purchase Order(also referred to as the Order or PO), letter of intent(LOI) / letter of acceptance or award(LOA) along with tender / offer / bid submitted by the Seller, the General Conditions of Contract and Special Conditions of Contract for Purchase, Specifications, Inspection / Quality Plan, Schedule of Prices and Quantities, Drawings, if any enclosed or to be provided and the samples or patterns if any to be provided under the provisions of the Contract, by the Purchaser or his representative. Any conditions or terms stipulated by the tenderer / bidder in the tender / offer / bid or subsequent letters shall not form part of the Contract unless specifically accepted in writing by the Purchaser.
- d. Parties to the Contract shall mean the Seller and the Purchaser and Party shall mean either the Seller or the Purchaser.

3. ORDER OF PRECEDENCE:

In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be as per following:

- a. Purchase Order
- b. LOI / LOA
- c. Special Conditions of Contract
- d. General Conditions of Contract
- e. Technical Specification / QAP

4. INTERPRETATION:

In the contract, except where the context requires otherwise:-

- a. words indicating one gender include all genders;
- b. words indicating the singular also include the plural and words indicating the plural also include the singular;
- c. provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- d. "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

5. ORDERING AND CONFIRMATION OF ORDER:

The Seller shall send the acceptance of the LOI/Purchase Order within two weeks or such other period as specified/agreed by BHEL from the date of LOI / Purchase Order. Purchaser reserves the right to revoke the order placed if the order acceptance differs from the original order placed. Purchaser shall only be bound after it has agreed explicitly in writing to be in agreement with the deviations. The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase order will be deemed to have been accepted by the Seller, if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

6. EXECUTION:

The Seller shall execute the whole contract in the most approved, substantial and workman like manner as per the contracted terms. The Seller shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

7. PROGRESS REPORTS AND DOCUMENTATION:

After receipt of Purchase Order, seller should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report, O & M Manuals and / or any other relevant documents as per Specification / Purchase Order, as indicated in the Purchase order. At any stage within the contract period, the seller shall notify of any error, fault or other defect found in BHEL's documents / specifications or any other items for reference. If and to the extent that (taking account of cost and time) any seller exercising due care would have discovered the error, fault or other defect when examining the documents / specifications before submitting the tender, the time for completion shall not be extended.

However if errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the seller's documents, they shall be corrected at his cost, notwithstanding any consent or approval. The Seller shall submit periodic reports as to the progress in execution of the contract and in such form as may be called for by the Purchaser. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

8. VALIDITY OF OFFER:

Vendors' offers shall be submitted valid for 90 days from Tender opening.

9. PRODUCT INFORMATION, DRAWINGS AND DOCUMENTS:

The Seller shall, as per agreed date / s but not later than the date of delivery, provide information and drawings which are necessary to permit the Purchaser to use, erect, commission, operate and maintain the product. Such information and drawings shall be supplied in the number of copies agreed upon.

10. NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

The Seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Seller shall not reveal any confidential information (including price) in relation to the contract in general and those which it may acquire from the purchaser during the course of execution of the contract in particular, to its own employees not involved with the tender / Contract & its execution and delivery or to third parties, or make use of such information pertaining to any data, designs, drawings, specifications and other information furnished to it by the Purchaser, unless Seller seeks a permission to do so from the Purchaser and the Purchaser has agreed to this in writing beforehand. The Seller shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

11. INTELLECTUAL PROPERTY RIGHTS; LICENSES:

If any patent design, trade mark, copyright, trade secret or any other intellectual property rights apply to the products / goods supplied, or delivery or accompanying documentation, Purchaser or its Customer shall be entitled to the legal use thereof free of charges by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license as duly granted by the owner or licensor of such right. All intellectual property rights that arise or developed during or due to the execution of the contract or delivery of the goods by the Seller and by its employees or third parties involved by the Seller for performance of the Contract belong to Purchaser. The Seller is obliged under the contract to do everything necessary to obtain or establish the above mentioned rights in favour of Purchaser. The Seller guarantees that the execution of the Contract including goods and its delivery does not infringe any of the intellectual property rights of third parties. The Seller shall do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of such (alleged) claims by third parties, if any. The Seller agrees to indemnify, defend, and hold harmless Purchaser, its officers, employees, agents, representatives, successors, assigns, or any of the Purchaser's customers buying or using the goods or services, against any actual or alleged infringement of such intellectual property interests or claims by third parties in this regard and shall reimburse Purchaser for any liabilities, damages, penalties, injuries, claims, demands, actions, costs and expenses(including, without limitation, reasonable legal and other professional fees and expenses) suffered as a result thereof.

12. INSPECTION AND TESTING:

Prior written notice of at least 7 days shall be given along with internal test certificates / COC and applicable test certificates. Materials will be inspected by BHEL-SBD/CQS or BHEL nominated Third Party Inspection Agency (TPIA) or BHEL authorized Inspection Agency or Customer / Consultant or jointly by BHEL & Customer / consultant. All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL for verification / acceptance for issue of dispatch clearance. All costs related to inspections & re-inspections shall be borne by vendor. Whether the Contract provides for tests on the premises of the vendor or any of his Sub-contractor/s, vendor shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by BHEL only if specifically agreed to in the purchase order.

13. QUALITY AND CONDITION OF THE DELIVERY:

The Seller shall guarantee that the delivery:-

- a. Is of good quality and free from defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used;
- b. corresponds exactly with the provisions of the Contract, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of the delivery;
- c. is suitable for the purpose for which it is intended by its very nature or which is evident from the specifications or the Contract;
- d. Complies with legal requirements applicable in India and other (international) Government regulations, as applicable.
- e. Complies with the customary norms and standards in the relevant branch of trade or industry.

The Seller shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to its products, packaging, and raw and ancillary materials.

14. PACKAGING AND DISPATCH:



GENERAL TERMS AND CONDITIONS FOR RFQ

The seller shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling by mechanical means. Each package must be marked with consignee name, P.O Number, BHEL material code, Package No., Gross weight & Net weight, Dimensions (L x B x H) and seller's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carries conditions of packing or established trade practices. Packing list of goods inside each package with P.O item no. & Quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.

15. DELIVERY:

Delivery shall be as per Purchase Order delivery terms. Trade terms such as DDL, FOR, EXW, FOB, CFR etc., if stipulated in the order shall be construed in accordance with the version of the INCOTERMS applicable at the time of ordering, without prejudice to the provisions contained in these conditions. The delivery date(s) or delivery period(s) as stipulated in the Contract shall be firm and binding and shall apply to the entire delivery for each PO item. Partial shipments may, however, be permitted by the purchaser.

16. PENALTY:

The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be the essence of the contract. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the seller s shall inform purchaser hereof without delay. If delay in delivery is caused by any of the circumstances mentioned in clause 27 (Force Majeure) or which are caused exclusively by the acts of purchaser, the purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances in the case. In the event of delay in agreed contractual delivery as per Purchase Order, penalty @ 0.5 % (half percent) per week or part thereof but limited to a max of 10% (ten percent) value of delayed portion (basic material cost) will be applicable. Delivery will commence from the date of document approval by customer / BHEL or date of issue of manufacturing clearance, whichever is later in case s where such approval/manufacturing clearance is applicable as per PO. Where pre shipment inspection is applicable, the date for which Inspection call is issued by vendor along with test certificates / test reports / Certificate of Conformance / calibration reports, as proof of completion of manufacturing will be treated as date of deemed delivery for penalty calculation. In the absence of furnishing such document indicated above as proof of completion of manufacturing along with inspection call, actual date of inspection will be considered as date of deemed delivery and BHEL will not be responsible for delay in actual date of inspection. Penalty for delayed documentation/delayed delivery, if applicable, shall be deducted at the time of first payment. If penalty is applicable for duration of less than a week, penalty @ 0.5% (half percent) of the basic material value will be deducted. Imposition, recovery or settlement of this penalty shall not affect any rights of the purchaser to claim enforcement of specific performance of the contract, compensation and/or to terminate the contract.

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 (%) percent of the undelivered portion per week or part thereof, subject to a maximum of ten (10) percent of the 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.

NOTE:

1. LR date for "Ex-works" contract and Gate Entry of material at BHEL/Site for "FOR" contract shall be reckoned for levying LD as per contract.
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).

Purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of Seller/Contractor, with notice to Seller/Contractor, the stores due for delivery but not so delivered, or their equivalent without cancelling the Order/Contract in respect of stores not yet due for delivery. The manner and method of such purchase shall be at the discretion of the Purchaser. Purchaser reserves the right to cancel the Order/Contract or a portion thereof for the stores not so delivered at the risk and cost of the Seller/Contractor and the Seller/Contractor shall be liable to the Purchaser for any excess cost thereof. The actual excess cost incurred for such purchases will be recovered from the bidder. Seller/Contractor shall continue performance of the Order/Contract, under all circumstances, to the extent not cancelled.

17. ASSIGNMENT OF RIGHTS & OBLIGATIONS; SUBCONTRACTING:

Vendor is not permitted to subcontract the delivery or any part thereof to third party or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from BHEL.

Any permission or approval given by BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.

18. TRANSFER OF OWNERSHIP, TITLE AND RISK:

The risk for the delivery remains with the Seller until the goods are delivered at the agreed place and acknowledged by the Purchaser/his authorized representative.

19. PRICE, INVOICING AND PAYMENT:

The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the place specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the Seller and Purchaser. Further, Seller shall indemnify and hold harmless Purchaser from all claims and liabilities, damages, penalties, injuries, claims, demands, actions, costs and expenses (including, without limitation, reasonable legal and other professional fees and expenses) arising from Seller's failure to report or pay any taxes, tariffs or duties for which Seller is responsible. The method of invoicing shall be without prejudice to the parties' agreement as to the place of performance. Indian Agents commission if payable and so specified in the Purchase Order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate prevailing on the date of Purchase Order, after successful completion of the contract. If so stipulated in the order, the Seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the Billing break-up of prices (BBU) for approval by the Purchaser in respect of the major items / components going into the equipment. This BBU is required by the Purchaser for admitting the claims of the Seller if part shipments are contemplated and also to facilitate custom clearance after payment of applicable duties in case of imports. Purchaser shall be entitled to suspend payment for as long as required supporting documents / details remain outstanding and any consequential demurrage / wharfage shall be to the account of the Seller. Payment does not imply in any respect whatsoever a waiver of Purchaser's right to performance of the Contract. Purchaser is entitled to set off claimable debts against claimable liabilities with the Seller by means of a set off note.

20. CONTRACT VARIATIONS; INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

The purchaser may vary the contracted quantities during execution, due to exigencies of project requirements with mutual consent of the seller.

21. REVERSE AUCTION

As per SCC

22. GUARANTEE / WARRANTY:

Wherever required, and so provided in the specifications / Purchaser Order, the Seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guaranteee period, the delivery is found to be non-compliant including those with the stipulations in Clause 12 (Quality and Condition of Delivery) of these Conditions, the Seller shall, for its own account, replace, repair, or re-execute the delivery at Purchaser's discretion when first requested to do so within two weeks or mutually agreed period, without prejudice to Purchaser's other legal rights. If the Seller continues to default on its obligations, Purchaser has the right to proceed to replace, repair or re-execute the order at the Seller's expense, with or without help from third parties. Purchaser shall notify the Seller of the exercise of this right in advance where possible. Unless otherwise specified, guarantee period shall be minimum 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. The guarantee period shall be extended by the period during which the goods are not in compliance with the stipulations in Clause 12 (Quality and Condition of Delivery). A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery. The decision of the Purchaser in regard to the Sellers liability under this clause shall be conclusive. This clause shall survive termination / completion of contract.

23. SHORTAGES / REPLACEMENTS:

In the event of shortage on receipt of goods and / or on opening of packages at BHEL, all such shortages shall be made good within a reasonable time that BHEL may allow from such intimation and free of cost.

24. TRANSIT DAMAGES:

In the event of receipt of goods in damaged condition or having found them so upon opening of packages at BHEL Supplier shall make good of all such damages within a reasonable time from such intimation by BHEL. In case BHEL raises an insurance claim, the cost of material limited to insurance settled amount less handling charges will be reimbursed.

25. REJECTION / REPLACEMENT:

The Seller shall arrange replacement / repair under its obligation under the contract within two weeks from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the Seller and replaced on DDP (Delivered duty Paid)/ FOR - BHEL Stores / designated destination basis within such period. In the event of the Sellers failure to comply, Purchaser may take appropriate action including disposal of rejections and replacements, at the cost and risk of the Seller. In case defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor works, the Seller shall be responsible for replacement / repair of the goods as required by the Purchaser at Sellers cost. In such cases expiry of guarantee/warranty will not be applicable.



GENERAL TERMS AND CONDITIONS FOR RFQ

26. CANCELLATION / TERMINATION OF CONTRACT:

- a. Purchaser shall have the right to completely or partially terminate the Contract by means of written notice to that effect without prejudicing its other rights and remedies, in an event of default by the Seller :- Events of default:
 - (i) The Seller fails to perform within the time specified in the Contract or any extension thereof;
 - (ii) The Seller defaults on one or more of the obligations or program of work as contained in the Contract;
 - (iii) The Seller is declared bankrupt or insolvent or is ordered to be wound up, its business has been shut down or liquidated, a substantial part of its assets have been attached, or the business has been transferred to a third party. In case of partnership firm any dissolution of partnership shall be also considered as an event of default.
 - (iv) Any misrepresentation or hiding of material fact if detected at a later stage
 - (v) The delivery is rejected after inspection or re-inspection.
 - (vi) Export license not granted to Seller by the concerned Government.
 - (vii) Incapacity of seller for any other reason to deliver or perform the contract.
- BHEL shall have the right to cancel / foreclose the Order / Contract, wholly or in part, in case it is constrained to do so, on account of any decline, diminution, curtailment or stoppage of the business. In the event of termination, the risk and liability attached to the items already delivered but not of use to Purchaser, as determined by Purchaser, remains with the Seller. Such items shall then be at the Seller's disposal and they are to be collected or removed by the Seller. The Seller shall immediately refund any payments in respect of such items if already made by the Purchaser before the termination, and in any case not later than 30 days.
- b. In the event of termination due to reasons or defaults by the Seller, the Purchaser may at his option procure from any source, on such terms and in such manner as he deems appropriate, goods not delivered or others of similar description where goods exactly complying are not readily procurable, in the opinion of the Purchaser, which opinion shall be final, at the risk and cost of the Seller and the Seller shall be liable to the Purchaser for any risks and excess cost. The cost of purchases made by the Purchaser at the risk and cost of the Seller shall be worked out as per Cl. No. 38 (RISK & COST) and related services procured from alternate source / s. Provided, however, that the Seller shall continue the performance of the Contract to the extent not cancelled or terminated under the provisions of this clause. The Seller shall on no account be entitled to any gain on such re-purchases by the Purchaser.
- c. Termination of the Contract, from whatever cause arising, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.

27. FORCE MAJEURE:

Notwithstanding anything contained in the purchase order or any other document relevant thereto, neither party shall be liable for any failure or delay in performance to the extent said failures or delays are caused by the "Act of God," and occurring without its fault or negligence, provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care and vendor doing everything reasonably possible to resume its performance. A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than three (3) calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order / Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

28. MICRO & SMALL & MEDIUM ENTERPRISES:

As Extant regulations of Govt. of India titled "Public Procurement Policy for Micro & Small Enterprises (MSE's) will be applicable.

29. PPP-MII POLICY:

"As per public procurement (Preference to Make in India) guidelines of Govt. of India, "For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier/Non local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Reference to Make in India) Order 2017 dated 04.06.2020 issued by DPMIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part-II bids against this NIT". Make in India declaration certificate is enclosed. Suppliers are proposed to submit signed & stamp copy of the same along with their offer.

30. TAXES AND DUTIES:

As per Extant regulations of Govt. of India

31. INDEMNIFICATION:

Vendor is fully responsible for ensuring that all legal compliances and safety guidelines are followed in course of the contract. Notwithstanding any other clause herein to the contrary, the Seller shall indemnify, hold and save harmless, and defend, at its own expense, the Purchaser, its officials,

agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Seller, or the Seller's employees, officers, agents or sub- contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of employee's compensation and products liability. The obligations under this clause do not lapse upon termination of this Contract.

32. NON-WAIVER OF DEFAULTS:

If any individual provision of the Contract is invalid, the other provisions shall not be affected.

The failure of Purchaser,

a. To enforce any of the terms and conditions of the Contract.

Or

b. To exercise any right or privilege granted to Purchaser.

Under the Contract or under law shall not release the Seller from any of the warranties or obligations under the Contract and shall not be construed as a waiver thereof and the same shall continue in full force and effect.

33. LIMITATION OF LIABILITY:

Vendor's liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or wilful misconduct. The total liability of Vendor for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed the total Contract price.

34. SETTLEMENT OF DISPUTES:

Except as otherwise specifically provided in the Purchase Order, decision of BHEL shall be binding on the vendor with respect to all questions relating to the interpretation or meaning of the terms and conditions and instructions herein before mentioned and as to the completion of supplies / work / services, other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the supply or the execution or failure to execute the order, whether arising during the schedule of supply / work or after the completion or abandonment thereof. Any disputes or differences among the parties shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. Vendor shall continue to perform the contract, pending settlement of dispute(s).

35. ARBITRATION CLAUSE:

In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred by either party to the sole arbitration of an Arbitrator appointed by the Unit head of Solar Business Division of BHEL. Vendor shall have no objection even if the Arbitrator so appointed is an employee of BHEL or has ever dealt / had to deal with any matter relating to this Contract. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. It is a term of contract that the party initiating arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The venue for the arbitration shall be Bangalore, India. The award of the arbitrator shall be a speaking award and shall be final, conclusive and binding on all parties to this contract.

a. The cost of Arbitration shall be borne equally by the parties.

b. Notwithstanding the existence of any dispute or difference or any reference for the arbitration, the Seller shall proceed with and continue without hindrance the performance of the work under the Contract with due diligence and expedition in a professional manner.

36. APPLICABLE LAWS AND JURISDICTION OF COURTS:

The Contract shall be governed by the substantive laws of India. This contract shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of courts in Bangalore, Karnataka State, India.

37. CONCILIATION CLAUSE:

The Conciliation Scheme 2018 attached as Annexure-A shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.

38. SETTLEMENT OF DISPUTES / ARBITRATION:

In case of any dispute arising out of or in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Bangalore.

The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

39. RISK & COST:

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



GENERAL TERMS AND CONDITIONS FOR RFQ

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.

Reasonable notice shall be given for rectification of the breach. In case of non-rectification during this notice period, Purchaser shall invoke the Risk and Cost.

RISK & COST

Risk and Cost against Balance Work:

Risk & Cost Amount= $(A-B) + (A \times H/100)$

Where,

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

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

LD against delay in executed work/supply in case of Termination of Contract

LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of 30work/supply for the purpose of limiting maximum LD value.

Method for calculation of "LD against delay in executed work/supply" is given below.

1. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1

2. Let the value of executed work/supply till the time of termination of contract= X

3. Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y

4. Delay in executed work/supply attributable to contractor/supplier i.e. $T2=(1-X/Y) \times T1$

5. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

Note: Incase portion of work/supply is withdrawn; no LD shall be applicable for portion of work/supply withdrawn.

40. DECLARATION BY BIDDER REGARDING PROTECTION OF COMMERCIAL INTERESTS OF BHEL:

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

41. DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL:

Offers of the bidders, who are on the banned/hold list, as also the offers of the bidders who engage the services of the banned/hold firms, shall be rejected. The list of banned/hold firms is available on BHEL website www.bhel.com.

42. NOTE:

Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply.

- 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.
- 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].
- 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 released to vendor only upon completion of these requirements.
- In case vendor delays declaring such invoice in his return & GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from vendor/contractor along with interest levied/leviable be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.

43. ETHICS IN BUSINESS DEALINGS & FRAUD PREVENTION POLICY:

The Bidder along with its associate/collaborators/sub-contractors/sub vendors/Consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

44. GENERAL TERMS:

That any non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents. That the headings used in this agreement are for convenience of reference only. That all notices etc., to be given under the Purchase order shall be in writing, type script or printed and if sent by registered post or by courier service to the address given in this document shall be deemed to have been served on the date when in the ordinary course, they would have been delivered to the addressee.

Format for Self Certification under preference to MAKE IN INDIA (MI) order

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, we hereby certify that we M/s _____ (supplier name) are local supplier. The percentage of local content in the offered by us against Enquiry items No. _____ is _____ % (percentage).

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Sign & Stamped of the supplier

**(Compliance to be submitted in the bidder's letter head)
(as applicable)**

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Item Name :	
Enquiry No. :	
Project :	

We M/s. _____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that **we are not from such a country** and eligible to be considered for this tender.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER

(To be submitted with the offer)

[Applicable for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore]

Self-certification giving the percentage of local content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]

Item Name :	
Enquiry No. :	
Project :	
Applicable percentage of Local Content	(Bidder to indicate local content in percentage)

We have read and understood the provisions of "Public Procurement (Preference to Make in India) Order, 2017" dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, "PPP-MII Order"] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, We, M/s. [Enter the name of the Bidder] /hereinafter, "Local Supplier" submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier for (Enter the name of the Equipment/Item for Project), wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

For and on behalf of,

Date:

Authorized Signatory
(With Company Seal & Signature)

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.