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### NOTICE INVITING TENDER

Offers in two-part bids against subject e-tender "Open Tender Enquiry No. 202403791 Dated (Published Date)" are invited from reputed & experienced bidders/contractors for "FRAMEWORK AGREEMENT (FA) FOR 1 YEAR OF SILVER PLATING ON ALUMINIUM AND COPPER CONDUCTOR/PALM/BLANKINGPLATE INCLUDING, HANDLING POLISHING, BUFFING ON ITEMS ON F.O.R BHEL RUDRAPUR BASIS" as per detailed scope defined in above referred tender by the undersigned on the behalf of **BHARAT HEAVY ELECTRICALS LIMITED** hereafter referred as **BHEL** as per the tender document.


Following salient points relevant to the tender may please be noted.

#### Salient Features of NIT:

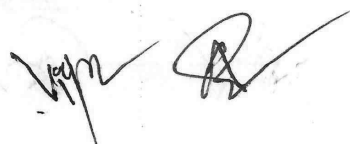
Sl. No.	Issue	Description
1	Issue of Tender Documents	As Per NIT
2	Last Date and Time of Offer Submission	As per NIT Placed: <i>on <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></i>
3	Opening of Tender	As Per NIT
4	Submission of offer	Offer against subject tender can only be submitted on BHEL e-procurement portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> against ref no. 202403791. <b>No offer received in any other mode like postal etc. shall be entertain</b>
5	Corrigendum / Addendum	All corrigendum/addendum in subject NIT shall be updated on BHEL e-procurement portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> <b>No Press advertisement in this regard shall be published in any newspaper. Bidders are requested to visit above portals/websites on regular intervals to keep abreast with latest updates.</b>
6	Document Cost	NIL
7	Pre-Bid Meeting	Not Required
8	List of Documents (/PQR /Technical)	<b>1. NIT</b> <b>2. PQR: As per Annexure-A.</b> <b>3. Techno-Commercial Terms : Annexure-B.</b> <b>4. Corporate standard : AA0673613 Rev 04</b> <b>5. Product Standard of Packing : BHE/Pack/SP/001 Rev 2</b> <b>6. QAP: QP/BD/164 R02</b> <b>7. Surface Preparation 45410001025 Rev 11.</b>


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		8. Base Rate of Silver Rs. 89800/Kg dt. 06.01.2025 of ET Intelligence Mumbai Ready 1 kg. 9. Product Standard: SG 14610 REV 04 10. Product Standard : SG 15600 REV 04 11. Reverse Auction Guidelines'2024. 12. Integrity Pact Clause 13. IEM details. 14.SCC (Special Conditions of Contract) 15. Deviation Sheet. 16.Tax Sheet Remarks: Techno-Commercial Bid (First Envelope)
9	List of Documents (Price BID)	1. Price Bid (BOQ) Remarks: Price Bid (Second Envelope)
10	Award of Contract	Contract shall be awarded to bidder who meet Pre-qualification requirement, and techno-commercially qualified and quotes "lowest landed cost to BHEL" subject to BHEL acceptance. Work distribution as per Annexure-B.
11	Contact Persons from BHEL	Following officials may be contacted for any clarifications in subject tender. 1. Mr. Ashraf Rahman Idrisi, Sr. Manager /MM, Ph No. 05944-257220 Mob: 9758888682 E-Mail: <a href="mailto:ar.idrisi@bhel.in">ar.idrisi@bhel.in</a> 2. Mr. Vipul Kumar, Engineer/MM, <a href="mailto:vipul@bhel.in">vipul@bhel.in</a> /8979773700
12	PVC CLAUSE	PVC Applicable and Formula Details as mentioned in Annexure-B
13	Qualifying Criteria	As per Annexure-A as attached.
14	QAP	QAP : QP/BD/164 R02
15	Evaluation of Offers	Item Wise Evaluation
16	Bid Validity	180 Days From the tender Opening Date.
17	Earnest Money Deposit (EMD)	₹ 6,000,00/- Exemption for EMD Submission: (A) MSE/Start-Up bidders are Exempted for EMD submission against submission of valid UDYAM certificate. (B) Central/ State PSUs/ Government depts./ Autonomous/ Educational Research institutions are also exempted for EMD Submission against

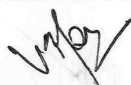
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		<p align="center"><b>submission of valid documents.</b></p> <p>Offer without EMD submission other than cited above as per point (A) &amp; (B) will be rejected without any information.</p> <p>Modes of deposit for EMD:</p> <p><b>a)</b> The EMD may be accepted only in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).</p> <p>(iii) Fixed Deposit Receipt (FDR).</p> <p>(iv) Bank Guarantee from any of the Scheduled Banks.</p> <p>(v) Insurance Surety Bonds.</p> <p><b>b)</b> In case the EMD is more than rupees two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p>
18.	<b>Forfeiture of EMD</b>	<p>i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p> <p>EMD of the unsuccessful bidders should be returned to them at the earliest as per BHEL Policy.</p> <p>EMD shall not carry any interest.</p>
19	<b>Return of EMD</b>	<p>i) Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p>




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		<p>(ii) Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).</p> <p>(iii) EMD shall not carry any interest</p>
20.	<b>Performance Security/ Security Deposit</b>	<p>To ensure due performance of the contract, Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be obtained from the successful bidder awarded the contract.</p> <p><b>The total amount of Security deposit shall be five percent (5%) of the total contract value will be deposit by the contractor.</b></p> <p>Security Deposit against issued material to be furnished by 14(fourteen) days from FA Date, and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p><b>Exemption for Security Deposit Submission:</b> Central/ State PSUs/ Government depts. / Autonomous/ Educational/ Research institutions exempted for Security Deposit Submission against submission of valid documents.</p>
21.	<b>Forfeiture of Performance Security</b>	<p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>Security Deposit should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p>
22.	<b>Mode of Security Deposit</b>	<p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held</p>






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		in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). (v) Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
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### **Bank Account Details for EMD Deposition**

Bidder shall deposit EMD as per mode of deposit of EMD as above in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur (along with offer). Any other mode of payment will not be acceptable and make your offer liable for rejection.

For Electronic Fund Transfer the details are as below:-


a) **Name of the Beneficiary** -: Bharat Heavy Electricals Limited

b) **Bank Particulars**

i).	Bank Name :-	STATE BANK OF INDIA
ii).	Bank Telephone No.(with STD code):-	'05944 - 247678 / 247646/ 243843
iii).	Branch Address:-	INDIRA CHORAH ,RUDRAPUR,U.S PIN-263153
iv).	Bank Fax No. (with STD code) :-	05944 - 243454
v).	9 Digit MICR Code of the Bank Branch	263002001
vi).	<b>Bank Account Number :-</b>	<b>10672521208</b>
vii).	Bank Account Type :-	CASH CREDIT
viii).	<b>11 Digit IFSC Code of Beneficiary</b>	<b>SBIN0000708</b>

Note:- The scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ FDR/BG Details of payment made through Electronic Fund Transfer etc. as defined in mode of deposit shall be uploaded in the E-Procurement Portal (along with offer) and original hard copy (except EFT) of the same must be received at BHEL CFP Rudrapur before the bid submission end date.

***BHEL shall not be responsible for postal or any other delays in this regard.***

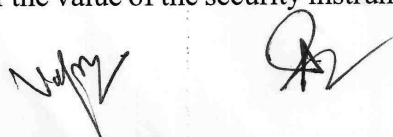
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### **Additional Terms and Conditions:**

#### **1. BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

**1.1 BREACH OF CONTRCAT:** The following shall amount to breach of contract: 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. 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. 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.

**1.2. REMEDIES IN CASE OF BREACH OF CONTRACT.** i.e. Wherein the period as stipulated in the notice issued under clause 14.1 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.




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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: 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 or any other deposit available in the form of security instruments of any kind against Security deposit or EMD. 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. 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. 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. Note: 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: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) 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.

2. **Suspension of Business Dealings**-Action shall be taken as per extant BHEL "Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016" against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website [www.bhel.com](http://www.bhel.com).
3. **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."
4. **Cancellation of Contract**-In the event of non-performance of the contract by the supplier within specified delivery period, BHEL reserves the right to cancel the purchase order with issue of a written notice through e-mail/postal etc. BHEL would provide a curing period of not more than 15 days for the supplier to rectify the situation without any prejudice to terms and conditions mentioned in Purchase order/Framework Agreement. If situation is not rectified within notice



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period after issuance of notice, BHEL shall be free to execute Risk purchase in addition to invoking of CEBG and other legal remedies

5. **Settlement of Dispute:** If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer ( to be nominated by BHEL for settlement of disputes arising out of the contract ) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 30.

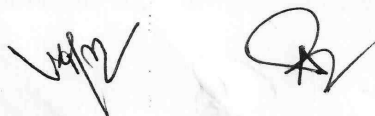
6. **Conciliation Clause:** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first 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](http://www.bhel.com))).

Note:


Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guideline 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.

## 7. Arbitration:

- 7.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 5 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution ( to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to





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be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

7.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

7.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions..... ( to be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

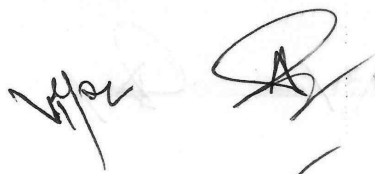
7.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

7.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be ( to be identified by the contract issuing agency) at Rudrapur, Distt. Udham Singh Nagar, Uttarakhand.


7.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Rudrapur, Distt. Udham Singh Nagar, Uttarakhand.

7.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

7.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.





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**7.9** In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

**7.10** In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

**7.11 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14- 12-2022 as amended from time to time.

## **8. FORCE MAJEURE CLAUSE:**

**8.1** "Force Majeure" shall mean circumstance which is:

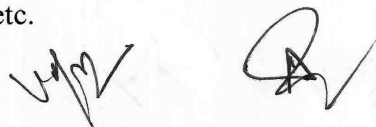
- beyond control of either of the parties to contract,
- either of the parties could not reasonably have provided against the event before entering into the contract,
- having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract,


Such circumstances include but shall not be limited to:

- War, hostilities, invasion, act of foreign enemies.
- Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- 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.

Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.

Epidemic, pandemic etc.



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8.2The 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, goslow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

8.3If 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.

8.4The 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

8.5Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

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.

8.6 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.

9. **NO INTEREST PAYABLE TO CONTRACTOR:** 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, EMD, Retention Money, RA Bills 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.

10. **Jurisdiction-**Suits or any matter arising out of the PO shall be settled in Rudrapur, Uttarakhand, India courts. All Contracts shall be under jurisdiction of Indian Courts only.

  
(BHEL RUDRAPUR)

