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|   | <b>SOLAR BUSINESS DIVISION</b><br>(Erstwhile known as Electric & Photovoltaic Division) | <b>NOTICE INVITING TENDER (NIT)</b><br><b>Revision No. 00</b> | Supply of PVC PIPE FOR BRACE CLRI |
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| <b>NOTICE INVITING TENDER (NIT)</b>  |   |
| <b>Tender Reference No: 30033953</b>   | <b>Date: As per online portal</b>   |
| <b>DUE DATE &amp; TIME:</b><br>As per Enquiry / RFQ / Notification on www.bhel.com | <b>BID OPENING DATE &amp; TIME</b><br>As per Enquiry / RFQ / Notification on www.bhel.com |

Dear Sir/ Madam,

Subject: Tender Enquiry for “Supply of PVC PIPE FOR BRACE CLRI ” as per Technical Specifications and terms & conditions of tender enquiry.

BHEL invites offers from reputed Vendors for the subject items.

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| 1. | Tender Inviting Officer                        | SHRI Vinay Kumar , AGM/ MM - HOD<br>BHARAT HEAVY ELECTRICALS LTD<br>SOLAR BUSINESS DIVISION<br>Prof. CNR Rao Circle,<br>Opp. Indian Institute of Science,<br>MALLESWARAM BANGALORE – 560012<br>EMAIL:vinay@bhel.in<br>Phone:- +91 80 2218 2149  |
| 2. | Item Description                               | Supply of PVC PIPE FOR BRACE CLRI   |
| 3. | Project  | <b>NA</b>   |
| 4. | Tender Document availability                   | The tender documents are also available in the website of BHEL www.bhel.com.<br>Those (Bidders) who wish to quote may download the same from the website. Corrigendum if any will be published in BHEL web site (www.bhel.com) only. Bidders should regularly visit this website to keep themselves updated.  |
| 5. | Due Date, Time & Place for Submission of Offer | As per Enquiry / RFQ / Notification on www.bhel.com.<br>Bids are invited in Two Parts (Part-I & Part-II).<br>Offers to be submitted through Email only as given .<br>Due date and Time: As per Enquiry / RFQ / Notification on www.bhel.com (Part-I bid only).<br>Your best quotation / offer shall be submitted in <b>TWO PARTS</b> strictly in line with our terms and conditions as attached.<br><b>Kindly ensure mail size should not exceed 20 MB.</b><br><b>NOTE:-</b><br><b>1. Tender reference &amp; due date to be mentioned in subject of mail.</b><br>2. Bidders may adopt this mode at their own risk. The Purchaser does not own any responsibility /liability for delays in receipt / loss of secrecy of such offers<br>(Refer Sl. No. 7) |

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| 6.  | Pre Bid Meeting  | Not applicable.  |
| 7.  | <b>Mode of Submission of Tender</b>                                | Offer to be submitted in <b>2 Part</b> , thru email to email ids specified below ONLY:-<br><br>PART- (I) BID i.e. <b>TECHNO-COMMERCIAL BID</b> (All tender documents except price bid) on <b><u>technicalbid-epd@bhel.in</u></b><br><br>PART-(II) BID i.e. ( <b>PRICE BID</b> ) as per attached format on <b><u>pricebid-epd@bhel.in</u></b><br>(Note: Offers by Fax/physical/other means shall not be acceptable) |
| 8.  | Date and Time of Bid Opening.                                      | First the <b>Part-I</b> bid will be opened on <b>date and time as mentioned in Tender</b> . (As per Enquiry / RFQ / Notification on www.bhel.com).<br>Price Bid ( <b>Part-II</b> ) of the Techno-Commercially qualified bidders will be opened after the Techno-Commercial (Part-I) bid evaluation and our acceptance of the same. The date will be intimated separately.  |
| 9.  | Scope of Supply  | As per BHEL requirements/Refer SCC sl. No. 2   |
| 10. | Site Visit   | Not applicable   |
| 11. | Pre-Qualification Requirement                                      | Not applicable   |
| 12. | Commercial Terms & Conditions                                      | As per enclosed Special Conditions of Contract (SCC) and GENERAL TERMS AND CONDITIONS (GTC).   |
| 13. | EMD/ Tender Fee  | Not applicable   |
| 14. | Special Instructions   | As per Tender T&C  |
| 15. | Basis for Rejection of Offers                                      | Not meeting tender requirement shall be liable for rejection.  |
| 16. | Documents Enclosed   | i. Special Conditions of Contract (SCC)<br>ii. GENERAL TERMS AND CONDITIONS (GTC).<br>iii. Price bid format  |
| 17. | Validity of Offer  | 90 days  |
| 18. | Contact Person for Clarifications on Commercial Terms & Conditions | Pandit P.K.- Manager/ MM<br>E-mail: pkpandit@bhel.in<br>Ph. No. +91-080-2218 2306/9880109631   |
| 19. | Contact Person for Clarifications on Technical Specifications      | NAVIT MAHAJAN –Manager / CI&NP<br>E-mail: navit@bhel.in<br>Ph. No. 9886281511  |

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|  | <b>SOLAR BUSINESS DIVISION (SBD)</b> | <b>SPECIAL CONDITIONS OF CONTRACT (SCC)<br/>Rev. No. 00</b> | <b>Tender No: - 30033953</b> |
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These Conditions shall be read in conjunction with GTC enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GTC.

The name of our Plant/ Unit may please be read as SOLAR BUSINESS DIVISION (SBD) as it was changed from ELECTRIC & PHOTOVOLTAIC DIVISION (EPD)

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| 1. | Type of Contract | <b>Supply</b> |
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| 2. | Item Details/Scope of Supply | <table border="1"><thead><tr><th>SR NO.</th><th>CODE</th><th>ITEM DESCRIPTION</th><th>Qty</th><th>Unit</th></tr></thead><tbody><tr><td>1</td><td>EL9814402370</td><td>39871440000PKG PVC PIPE FOR BRACE CLRI.</td><td>160</td><td>EA</td></tr></tbody></table>   | SR NO. | CODE             | ITEM DESCRIPTION | Qty  | Unit | 1 | EL9814402370 | 39871440000PKG PVC PIPE FOR BRACE CLRI. | 160 | EA |
|----|------------------------------|--|--------|------------------|------------------|------|------|---|--------------|---|-----|----|
|    |                              | SR NO.   | CODE   | ITEM DESCRIPTION | Qty              | Unit |      |   |              |   |     |    |
| 1  | EL9814402370                 | 39871440000PKG PVC PIPE FOR BRACE CLRI.  | 160    | EA               |                  |      |      |   |              |   |     |    |
|    |                              | <p>Supply of PVC PIPE FOR BRACE CLRI as per technical specification and other Tender Terms and conditions.<br/><b>Material (PVC PIPE FOR BRACE CLRI) to be supplied as per Drawing no. : 3 987 14 40000 PKG rev 00.</b><br/>8.1 DRAWING / QUALITY PLAN SUBMISSION: 1) Manufacture and supply as per BHEL drawing no 3 987 14 40000 PKG rev 00<br/>8.2: SAMPLE SUBMISSION FOR INSPECTION: For BHEL SBD</p> <p>(Refer price bid/BOQ)</p> |        |                  |                  |      |      |   |              |   |     |    |

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| 3.  | Consignee address  | STORES INCHARGE<br>BHARAT HEAVY ELECTRICALS LTD<br>SOLAR BUSINESS DIVISION<br>Prof. CNR Rao Circle, Opp. Indian Institute of Science,<br>MALLESWARAM BANGALORE – 560012<br>Phone:- +91 80 2218 2262  |
| 4.  | Buyer and Paying Authority                                       | BHARAT HEAVY ELECTRICALS LIMITED - SOLAR BUSINESS DIVISION (SBD),<br>BANGALORE. (Formerly known as ELECTRIC & PHOTOVOLTAIC DIVISION)   |
| 5.  | Buyer E-mail   | <a href="mailto:pkpandit@bhel.in">pkpandit@bhel.in</a> ;   |
| 6.  | Buyer IEC CODE / GST No. / Corporate Identification Number (CIN) | IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB / CIN<br>L74899DL1964GOI004281  |
| 7.  | Delivery Terms   | F.O.R. Destination BHEL-SBD, Bengaluru.<br>Delivery timings at BHEL-SBD, Stores: 09:00 AM to 03:00 PM (on all working days). Entry through<br>Materials Gate (Rear Gate) only.   |
| 8.  | Mode of Dispatch   | By Road<br>It is also the Seller/Contractor's responsibility to ensure material is dispatched through<br>shortest possible route.  |
| 9.  | Price basis  | <b>Indigenous purchase –</b><br>Price to be quoted on F O R BHEL-SBD, Bengaluru ,inclusive of packing &<br>forwarding and freight & insurance .<br>Firm price till supply completion. ( Price to be quoted in uploaded excel sheet for price<br>bid format only ( in Part-II)  |
| 10. | Evaluation of Offer  | On Overall basis.<br>Any new taxes/ duties structure as and when implemented by the<br>Government shall become applicable & evaluation shall be done based<br>on the new taxes/ duties structure.  |
| 11. | Price Variation  | Not Applicable. Prices shall be firm till the completion of contract.  |
| 12. | Price Evaluation   | Overall L 1 applicable towards arriving Landing cost to F O R BHEL-SBD,<br>Bengaluru ( with GST credit any).   |
| 13. | Change of Scope  | In case of changes in scope of the tender and/ or technical<br>specifications and commercial terms & conditions by BHEL during techno<br>commercial evaluation and before Price bid Opening, the same will be<br>communicated only to the bidders who have participated in the tender.<br>The techno-commercially qualified bidders shall be asked to submit<br>Impact Price bid, as applicable. |
| 14. | Quantity Variation   | NA   |
| 15. | Reverse Auction  | NA   |
| 16. | Delivery Period  | <b>Supply:</b> Delivery shall be within 45 days from the Date of Purchase Order  |
| 14  | Inspection Clause  | The inspection & acceptance of material shall be done at BHEL-SBD, Bangalore as per<br>specification. However, BHEL reserves the right to make pre-dispatch inspection of materials at<br>Seller/Contractor place. In case of rejection of material due to non-conformity the same has to be<br>replaced by the Seller/Contractor without any additional cost to BHEL.                           |

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|    |   | <p>or</p> <p>The rejected lots should be lifted by the Seller/Contractor on his own cost within 15 days of notice, failing which BHEL shall not be liable for the material. The material with treated as scrap and no further claim will be entertained at the plant thereafter.</p>   |
| 15 | Transit Insurance                                 | Vendor's Scope   |
| 16 | Unloading at BHEL SBD Bangalore                   | In the scope of BHEL.  |
| 17 | Payment terms                                     | <p>Supply :100% of basic price of material supplied, as per PO, along with 100% taxes &amp; duties (as applicable) &amp; freight &amp; insurance charges, shall be paid on pro-rata basis within:</p> <p>(i) 45 days for Micro &amp; Small Enterprises (MSEs): Submission of updated UDYAM certificate is mandatory to claim benefits for MSMEs.</p> <p>(ii) 60 days for Medium Enterprises</p> <p>(iii) 90 days for Non-MSME</p> <p>from the date of receipt of goods &amp; receipt of complete documents as per order/contract subject to acceptance of materials.</p> <p>TDS wherever statutory required shall be deducted and deposited and necessary certificate will be provided by BHEL.</p>  |
| 18 | Document to be submitted for claiming payments    | <ol style="list-style-type: none"> <li>1. Tax Invoice – Original + 2 copies</li> <li>2. LR/Eway Bill/Delivery Challan</li> </ol>   |
| 19 | Warranty  | NA   |
| 20 | Submission of Contract Performance Bank Guarantee | Not Applicable   |
| 21 | Integrity Pact                                    | Not Applicable   |
| 22 | Organization Chart                                | Not Applicable   |
| 23 | Late Delivery Charges                             | <p>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"> <li>1. Date of receipt of material at BHEL stores (Gate Entry) shall be considered as date of delivery for levying LD.</li> <li>2. In case of any amendment/revision, LD shall be linked to the amended/revised contract value and delivery date(s).</li> <li>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&amp; insurance).</li> </ol> |



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| 24 | Breach of contract,<br>Remedies and Termination | <p>Breach of contract, Remedies and Termination: The following shall amount to breach of contract:</p> <ol style="list-style-type: none"><li>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.</li><li>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.</li><li>iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</li><li>iv. The Supplier/Vendor fails to replace the defective equipment/ material/component as per guarantee clause.</li><li>v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</li><li>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.</li><li>vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</li><li>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.</li><li>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.</li><li>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.</li></ol> <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><b>REMEDIES IN CASE OF BREACH OF CONTRACT.</b></p> <ol style="list-style-type: none"><li>i. Wherein the period as stipulated in the notice issued under clause 25 (ii) 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.</li><li>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</li></ol> |
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|    |                     | <p>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.</p> <p>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:</p> <p>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.</p> <p>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:</p> <p>a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>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.</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 preestimate 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> |
| 25 | Conciliation Clause | <p>i. The Conciliation Scheme 2018 attached as Annexure-A shall be applicable.</p> <p>ii. 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</p>  |

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|    |  | <p>statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in <a href="http://www.bhel.com">www.bhel.com</a>)).</p> <p>Note:<br/>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>   |
| 26 | <p>Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 &amp; 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017</p> | <p>Annexure-D (i) / Annexure-D (ii) encoded. (Applicable format to be submitted along with offer (Part-I)</p>   |
| 27 | <p>e-Invoicing under GST</p>   | <p>E-Invoicing under GST is being implemented w.e.f. 1st October 2020 for all the taxable person having turnover more than ₹500 Crore. It has been specified by the Government of India that it is mandatory to mention a valid unique invoice reference number (IRN) and QR code as generated from Government portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by the supplier in e-Invoicing system.</p> <p>In case the vendor delays or fails to provide all the documents as per the Purchase Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL attributable to vendor shall be on Vendor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment.</p>   |
| 28 | <p>Validity of offer</p>   | <p>90 Days from Part-I Opening</p>  |
| 29 | <p>TDS u/s 194Q</p>  | <p>TDS u/s 194Q as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted from vendor's bill.</p> <p>Tax is required to be deducted at source by a purchaser of goods whose turnover for previous FY has exceeded Rs. 10 Crores.<br/>The seller should be a resident of India.</p> <p>TDS @ 0.1% shall be applicable on the amount paid /credited in case purchases from a seller exceeds Rs. 50 Lacs during a financial year. In case PAN of seller is not available or seller is a Specified person (Non filer), TDS shall be deducted @ 5%.</p> <p>This provision shall not be applicable where tax is deductible under any other provision of I.T Act, 1961. Also, in case a particular transaction qualifies for deduction of TDS u/s 194-Q and the purchaser has deducted the TDS then the same transaction shall not attract TCS u/s 206C(1H).</p> <p>W.e.f. 01.07.2021, as per the above-stated provisions of I. Tax Act,1961, BHEL HAVING PAN : AAACB4146P IS LIABLE TO DEDUCT TAX AT SOURCE</p> |

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|    |   | <p>UNDER SECTION 194Q OF THE INCOME TAX ACT AND ACCORDINGLY TDS AT APPLICABLE RATE ON THE PRESCRIBED VALUE UNDER SECTION 194Q WOULD BE DEDUCTED UNDER TAN : BLRB04342C BEFORE MAKING PAYMENT FOR PURCHASE OF GOODS.</p>   |
| 30 | <p>Conflict of Interest among Bidders/ Agents</p> | <p><b>Conflict of Interest</b></p> <p>The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:</p> <p>i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;</p> <p>ii)The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;</p> <p>iii)Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.</p> <p>iv)A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.</p> <p><u>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</u></p> |
| 31 | <p>Note</p>                                       | <p>Bidders shall confirm acceptance of all technical and commercial requirements which is part of the tender document. Any deviation from tender requirements shall lead rejection of offer at BHEL's discretion.</p>   |
| 32 | <p>THIRD PARTY NON-DISCLOSURE AGREEMENT</p>       | <p>Format enclosed to be submitted with Part-I bid.</p>   |
| 33 | <p>Attachments</p>                                | <p>ANNEXURE-II: UN PRICE DEVIATION SHEET (COST OF WITHDRAWL)</p>  |

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|  |  | <p>ANNEXURE-II: PRICE DEVIATION SHEET (COST OF WITHDRAWAL)</p> <p>Drawing and Tech PQR TECHNICAL PRE-QUALIFICATION REQUIREMENT ( Sec : 1602, PQR No. CI-PRD-PVC-00/2022, rev 00 rev dt 22.10.2022.</p> <p>Other any documents</p>  |                |  |             |  |             |  |  |  |       |  |       |  |
|--|--|--|----------------|--|-------------|--|-------------|--|--|--|-------|--|-------|--|
| 34                                     | Note 1   | Price bid format (Online) /BOQ (a copy of it to be submitted with indicating Quoted/Not quoted (in editable cells of BOQ of sl no. 1.01) without indicating price along with part-I bid)   |                |  |             |  |             |  |  |  |       |  |       |  |
| 35                                     | Note 2   | i. Acceptance of tender will rest with Purchaser and does not bind him to accept the lowest or any tender and reserves to itself full rights for the reject/cancel any or all the tenders without assigning any reasons whatsoever at any stage.   |                |  |             |  |             |  |  |  |       |  |       |  |
| 36                                     | 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.   |                |  |             |  |             |  |  |  |       |  |       |  |
| 37                                     | Provisions for MSE vendors- Category:                                      | <p>Provisions for MSE vendors- Category: Refer below table.</p> <p>Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1" data-bbox="617 1239 1153 1554"> <thead> <tr> <th>Type under MSE</th> <th>Please specify Yes or No (If applicable)</th> </tr> </thead> <tbody> <tr> <td>SC/ST Owned</td> <td></td> </tr> <tr> <td>Women Owned</td> <td></td> </tr> <tr> <td>Others (excluding SC/ST &amp; 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) | SC/ST Owned |  | Women Owned |  | Others (excluding SC/ST & Women Owned) |  | Micro |  | Small |  |
| Type under MSE                         | Please specify Yes or No (If applicable)                                   |  |                |  |             |  |             |  |  |  |       |  |       |  |
| SC/ST Owned                            |  |  |                |  |             |  |             |  |  |  |       |  |       |  |
| Women Owned                            |  |  |                |  |             |  |             |  |  |  |       |  |       |  |
| Others (excluding SC/ST & Women Owned) |  |  |                |  |             |  |             |  |  |  |       |  |       |  |
| Micro                                  |  |  |                |  |             |  |             |  |  |  |       |  |       |  |
| Small                                  |  |  |                |  |             |  |             |  |  |  |       |  |       |  |

|   |                                      |   |                              |
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|   | <b>SOLAR BUSINESS DIVISION (SBD)</b> | <b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b><br><b>Rev. No. 00</b> | <b>Tender No: - 30033953</b> |
|---|--------------------------------------|---|------------------------------|

38. Online Invoice Registration Facility in SUVIDHA Portal

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| Online Invoice Registration Facility in SUVIDHA Portal | <p>The facility for Online Invoice Registration and Document Upload has been enabled in the SUVIDHA Portal (<a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>) for all BHEL Suppliers and Contractors.</p> <p><b>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.</b></p> <p>For net invoice amount exceeding 5 lakhs (inclusive of taxes), uploading of a Class 3 digitally signed tax invoice is mandatory.</p> <p>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.</p> <p>Supplier is requested to register and complete their onboarding process on the portal at the earliest to ensure seamless communication, submission of invoices and other transactional activities.</p> |
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| 39 | Loading | Loading for Commercial Deviations (where cost of withdrawal not given)<br>For deviations w.r.t. Payment terms, Liquidated damages, if a bidder chooses not to give any cost of withdrawal of deviation, loading as per Annexure-VIII will apply. Loading criteria in Annexure VIII- Interest Rate for loading will be taken as <b>(Repo rate + 4%)</b> (as applicable on the date of bid opening, Techno-commercial bid, in case of 2-part bids) for the period of relaxation sought by the bidders. |
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| 40 | Provisions for MSE vendors | <p><b>PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)</b></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 &amp; 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 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). 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><b>PURCHASE PREFERENCE FOR MSE VENDORS:</b></p> <p><b>A. For Items which are divisible in nature: ( Not Applicable for this tender)</b></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"> <li>1. The MSE vendor matches the L1 price.</li> <li>2. L1 price is from a non MSE vendor.</li> <li>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).</li> <li>4. 3% of the 25% will be earmarked for women owned MSEs.</li> <li>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) &amp; (2) are fulfilled.</li> <li>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.</li> </ol> <p><b>B. For Items which are not divisible in nature: (Applicable for this tender)</b></p> <p>MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 100% of the requirement against this tender provided:</p> |
|----|----------------------------|--|



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|---|--------------------------------------|---|------------------------------|
|  | <b>SOLAR BUSINESS DIVISION (SBD)</b> | <b>SPECIAL CONDITIONS OF CONTRACT (SCC)<br/>Rev. No. 00</b> | <b>Tender No: - 30033953</b> |
|---|--------------------------------------|---|------------------------------|

**THIRD PARTY NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_ on behalf of the \_\_\_\_\_ (Name of Company),

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

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing,

it is agreed that we will not disclose such information consisting but not necessarily limited to:

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

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained

by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

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

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

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

Dated at....., this.....day of .....20 .

Name

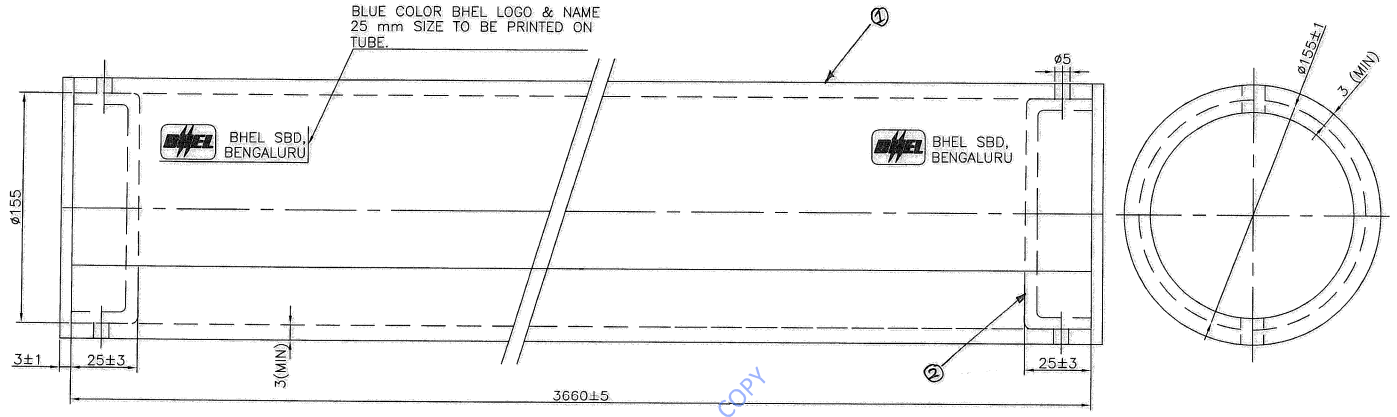
Company Signature

FIRST ANGLE PROJECTION

ALL DIMENSIONS ARE IN mm.

REV 00 DRG No. 3 987 14 40000 PKG

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT IS TO BE KEPT SECRET OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.



CONTROLLED COPY

**NOTES:**

1. THE PACKING SHALL BE ADEQUATE FOR DAMAGE FREE HANDLING AND STORAGE.
2. THE PACKING SHALL PROVIDE PROTECTION AGAINST RODENTS.
3. BOTH ENDS OF THE PLASTIC TUBE SHALL BE CLOSED WITH END CAPS BY STAPLING/TAGGING
4. THE PACKING IS SUITABLE FOR ACCOMMODATING ONE INSULATOR UNIT ONLY

| 2        | END CAP     | LDPE/LDPP   | 2    |
|----------|-------------|-------------|------|
| 1        | TUBE        | PVC/PLASTIC | 1    |
| ITEM No. | DESCRIPTION | MATERIAL    | QTY. |

|   |                                  |       |             |                    |            |             |
|---|----------------------------------|-------|-------------|--------------------|------------|-------------|
| <b>BHARAT HEAVY ELECTRICALS LTD.</b><br>SOLAR BUSSINESS DIVISION<br>BANGALORE 560 012 |                                  | DRN   | NAME        | SIGN               | DATE       |             |
|   |                                  | CHD   | RAVIKUMARA  | <i>[Signature]</i> | 16.10.2025 |             |
|   |                                  | APPD  | D K         | <i>[Signature]</i> | 16.10.2025 |             |
|   |                                  |       | P R V       | <i>[Signature]</i> | 16.10.2025 |             |
| DEPT  | GRADE OF TOL DIM                 | SCALE | WEIGHT (kg) | REF TO ASSY.DRG    | ITEM No.   | No.OF ITEMS |
| CODE  | C/M/F                            | N.T.S | (Approx)    | 3 987 14 40000     |            |             |
| TITLE   | PVC PIPE                         |       | CARD CODE   | DRAWING No.        | REV.       |             |
|   | FOR COMPOSITE LONG ROD INSULATOR |       |             | 3 987 14 40000 PKG | 00         |             |
|   | 400KV 160kN BRACE INSULATOR      |       |             | No.OF SHEETS       |            |             |

| INVENTORY No. | REV  |                 |  | REV  |                 |  | REV  |                 |  |
|---------------|------|-----------------|--|------|-----------------|--|------|-----------------|--|
|               | DATE | ALTERED CHECKED |  | DATE | ALTERED CHECKED |  | DATE | ALTERED CHECKED |  |
|               |      |                 |  |      |                 |  |      |                 |  |

SUPERSEDES DRG. No.

SHT.24 SIZE A3 420 x 297



**TECHNICAL PRE-QUALIFICATION REQUIREMENT (TECHNICAL PQR)**

**ITEM DESCRIPTION: PVC PIPE WITH END CAP**

| SI No. | BHEL Qualification Requirement  | Documents to Be Submitted for Evaluation   |
|--------|---|--|
| 01     | Vendor should be doing a Business of supplying/Trading of PVC Pipe/Tube | vendor should provide documentary evidence by way of PO or Tax Invoice of the supplied material. |
| 02     | Material should be supplied as per BHEL Drawing.                        | Acceptable/ Not accepted.  |

BHEL reserves the right for independent evaluation of the compliance to Pre-Qualification requirements.

| Prepared By   | Revived By  | Approved by  |
|---|---|--|
| <b>CHANDRASH EKHARA MP</b><br><small>Digitally signed by CHANDRASHEKHARA MP<br/>DN: cn=CHANDRASHEKHARA MP,<br/>o=BHARAT HEAVY ELECTRICALS LIMITED, ou=SOLAR BUSINESS DIVISION,<br/>email=CHANDRUMPI@BHEL.IN, c=IN<br/>Date: 2026.02.06 15:27:42 +05'30'</small> | <b>Jagannath Maji</b><br><small>Digitally signed by Jagannath Maji<br/>DN: cn=Jagannath Maji, o=Bharat Heavy Electrical Limited, ou=BHEL SBD, email=jagannath@bhel.in, c=IN<br/>Date: 2026.02.07 11:42:27 +05'30'</small> | <b>Navit Mahajan</b><br><small>Digitally signed by Navit Mahajan<br/>DN: cn=Navit Mahajan, o=BHEL, ou=SBD, email=navit@bhel.in, c=IN<br/>Date: 2026.02.07 10:00:41 +05'30'</small> |

**(Compliance to be submitted in the bidder's letter head)****Sub: Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI**

|                      |  |
|----------------------|--|
| <b>Item Name :</b>   |  |
| <b>Enquiry No. :</b> |  |
| <b>Project :</b>     |  |

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG dated 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/Trojan etc.

Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.

For and behalf of \_\_\_\_\_ (Name of the bidder)

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

Unpriced bid format

Name of Work: Supply of PVC PIPE FOR BRACE CLRI

Contract No30033953

Name of the Bidder/ Bidding Firm / Company :

| Sl. NO | Item Code    | Item Description                       | Quantity | Units | UNIT RATE In Figures<br>To be entered by the Bidder incl. of packing & forwarding and Freight & Insurance on FOR, BHEL SBD basis and without GST in Rs | TOTAL AMOUNT In Figures<br>incl. of packing & forwarding and Freight & Insurance on FOR, BHEL SBD basis and without GST in Rs | GST%              | GST AMOUNT (INR)  | TOTAL AMOUNT In Figures incl. of packing & forwarding and Freight & Insurance on FOR, BHEL SBD basis and with GST in Rs |
|--------|--------------|--|----------|-------|--|---|-------------------|-------------------|---|
| A      | B            | C                                      | D        | E     | F  | G=FXD   | H                 | I=GXH             | J=G+I   |
| 1      | EL9814402370 | 3987144000PKG PVC PIPE FOR BRACE CLRI. | 160      | EA    | Quoted/Not quoted  | Quoted/Not quoted   | Quoted/Not quoted | Quoted/Not quoted | Quoted/Not quoted   |

Vendor seal and sign

**Tender Description: (To be filled by the vendor): .....**

**Tender Ref: (To be filled by the vendor).....**

**NAME OF VENDOR:-**

| SL NO | VOULME/ SECTION | PAGE NO. | CLAUSE NO. | TECHNICAL SPECIFICATION/ TENDER DOCUMENT | COMPLETE DESCRIPTION OF DEVIATION | COST OF WITHDRAWL OF DEVIATION | PORTION OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE | NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE) | REASON FOR QUOTING DEVIATION | REMARKS |
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**TECHNICAL DEVIATIONS (Fill "NIL" in case of no deviation)**

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**COMMERCIAL DEVIATIONS (Fill "NIL" in case of no deviation)**

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**PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE**

| NAME | DESIGNATIONS | SIGN & DATE |
|------|--------------|-------------|
|      |              |             |

**NOTES:**

- For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the FOR site price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations in detail in the above format only on cost basis (if any). Cost of withdrawal for the deviations, for which, the "Cost of withdrawal" is not specified, shall be taken as NIL.
- Any deviation not mentioned above and shown separately will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not at all be accepted.
- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
- Cost of withdrawal is to be given separately for each deviation. In no event, bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of each deviation which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (positive/negative) is not specified, it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/negative), positive will be considered for evaluation and negative for ordering.

**Tender Description: (To be filled by the vendor): .....**

**Tender Ref: (To be filled by the vendor).....**

**NAME OF VENDOR:-**

| SL NO | VOULME/ SECTION | PAGE NO. | CLAUSE NO. | TECHNICAL SPECIFICATION/ TENDER DOCUMENT | COMPLETE DESCRIPTION OF DEVIATION | COST OF WITHDRAWAL OF DEVIATION | PORTION OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE | NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE) | REASON FOR QUOTING DEVIATION | REMARKS |
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**TECHNICAL DEVIATIONS (Fill "NIL" in case of no deviation)**

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**COMMERCIAL DEVIATIONS (Fill "NIL" in case of no deviation)**

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**PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE**

| NAME | DESIGNATIONS | SIGN & DATE |
|------|--------------|-------------|
|      |              |             |

**NOTES:**

- For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the FOR site price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations in detail in the above format only on cost basis (if any). Cost of withdrawal for the deviations, for which, the "Cost of withdrawal" is not specified, shall be taken as NIL.
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- For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
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- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
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- In case nature of cost of withdrawal (positive/negative) is not specified, it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/negative), positive will be considered for evaluation and negative for ordering.

**(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**

|                      |  |
|----------------------|--|
| <b>Item Name :</b>   |  |
| <b>Enquiry No. :</b> |  |
| <b>Project :</b>     |  |

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 Gol 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)

**(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**

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| <b>Item Name :</b>   |  |
| <b>Enquiry No. :</b> |  |
| <b>Project :</b>     |  |

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 are from such a country** which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

**Evidence of valid registration by the Competent Authority is attached.**

(Note: Non-compliance of above said Gol 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)

**MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION  
PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

**Notes:**

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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 Annexure--**'A'**-- to this GCC/Agreement/Contract/MoU etc. (strike off whichever is inapplicable).

The Annexure **'A'**-- together with it's Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable).

The Purchaser/Contractor/Seller etc. (insert the description of the other party to the Agreement/Contract/MoU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Seller etc. (insert the description of BHEL - whichever is applicable) may make any amendments or modifications to the provisions stipulated in the Annexure --**'A'**--to this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure --**'A'**--with effect from the date as intimated by BHEL to it.

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF  
CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. 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 herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format 7** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-8** hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the

proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

- 7.** The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
- 8.** Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
- 9.** In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
- 10.** Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
- 11.** When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
- 12.** In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
- 13.** Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

- 14.** In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
- 15.** The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- 16.** Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
- 17.** In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- 18.** A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- 19.** The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- 20.** Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

- 21.** Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
- 22.** The proceedings of Conciliation under this Scheme may be terminated as follows:
- a.** On the date of signing of the Settlement agreement by the Parties; or,
  - b.** By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - c.** By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - d.** By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - e.** On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
- 23.** The Conciliator(s) shall be entitled to following fees and facilities:

| <b>Sl No</b> | <b>Particulars</b>                       | <b>Amount</b>  |
|--------------|--|--|
| 1            | Sitting fees                             | Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.  |
| 2            | Towards drafting of settlement agreement | In cases involving claim and/or counter-claim of up to Rs 5crores.<br>Rs 50,000/- (Sole Conciliator)<br>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. |

| Sl No | Particulars  | Amount   |
|-------|--|--|
|       |  | <p>Rs 75,000 (per Conciliator)<br/>In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator)<br/>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,<br/>Signing of the Settlement Agreement after approval of the Competent Authority<br/>or<br/>Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p> |
| 3     | Secretarial expenses   | <p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>   |
| 4     | <p>Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p> <p>Others</p> | <p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p> <p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>  |
| 5     | Venue for meeting  | Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the  |

| Sl No | Particulars | Amount   |
|-------|-------------|--|
|       |             | concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately. |

- 24.** The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
- 25.** If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
- 26.** The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
- 27.** Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
- 28.** The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

- 29.** The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
- 30.** The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a.** Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b.** admissions made by the other party in the course of the Conciliator proceedings;
  - c.** proposals made by the Conciliator;
  - d.** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 31.** The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32.** None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 33.** The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 34.** The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**Format 5 to BHEL Conciliation Scheme, 2018**  
**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE**  
**IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

| <b>SI. No.</b> | <b>Description of claim(s)/Counter Claim</b> | <b>Amount (in INR)Or currency applicable in the contract</b> | <b>Relevant contract clause</b> |
|----------------|--|--|---------------------------------|
|                |  |  |                                 |
|                |  |  |                                 |
|                |  |  |                                 |

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– *The Statement of Claims/ Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/ Counter Claims. The statement of Claims/ Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

| Sl. No. | Claim description | Amount involved |
|---------|-------------------|-----------------|
|         |                   |                 |

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you  
Yours faithfully

**Representative of BHEL**

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A  
STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION  
THROUGH IEC**

To,

BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE  
CONTRACT BY A STAKEHOLDER**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

| Sl. No. | Claim description | Amount involved |
|---------|-------------------|-----------------|
|         |                   |                 |

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you  
Yours faithfully

**Representative of the Stakeholder**

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.

**FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC**

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract ...../MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

a) .....

b) .....

c) .....

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

**Representative of BHEL**

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.



## 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.

- 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.
- 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.
- 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.
- 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:

- Purchase Order
- LOI / LOA,
- Special Conditions of Contract
- General Conditions of Contract
- Technical Specification / QAP

### 4. **INTERPRETATION:**

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

- words indicating one gender include all genders;
- words indicating the singular also include the plural and words indicating the plural also include the singular;
- provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- "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:-

- 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;
- corresponds exactly with the provisions of the Contract, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of the delivery;
- is suitable for the purpose for which it is intended by its very nature or which is evident from the specifications or the Contract;
- Complies with legal requirements applicable in India and other (international) Government regulations, as applicable.
- 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 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 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 (1/2) 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 Agent's commission if applicable 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 guarantee 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 Seller's 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 Seller's 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 Seller's 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:-
- The Seller fails to perform within the time specified in the Contract or any extension thereof;
  - The Seller defaults on one or more of the obligations or program of work as contained in the Contract.
  - 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.
  - Any misrepresentation or hiding of material fact if detected at a later stage
  - The delivery is rejected after inspection or re-inspection.
  - Export license not granted to Seller by the concerned Government.
  - 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 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". 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.

- The cost of Arbitration shall be borne equally by the parties.
- 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 as 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 x H/100)]

Where,

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

H = Overhead Factor to be taken as 5

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

\*(Balance scope of work/ supply)

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: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & 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) x 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: In case 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 release 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 (MII) 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 \_\_\_\_\_ items \_\_\_\_\_ offered by us against \_\_\_\_\_ Enquiry 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

## Part-II ( Price Bid)

Name of Work: Supply of PVC PIPE FOR BRACE CLRI

Contract No30033953

Name of the Bidder/ Bidding Firm / Company :

| Sl. NO | Item Code    | Item Description                          | Quantity | Units | UNIT RATE In Figures<br>To be entered by the<br>Bidder incl. of packing<br>& forwarding and<br>Freight & Insurance on<br>FOR, BHEL SBD basis<br>and without GST in Rs | TOTAL AMOUNT In Figures<br>incl. of packing &<br>forrwarding and Freight &<br>Insurance on FOR, BHEL<br>SBD basis and without GST<br>in Rs | GST% | GST AMOUNT<br>(INR) | TOTAL AMOUNT In<br>Figures incl. of packing<br>& forrwarding and<br>Freight & Insurance on<br>FOR, BHEL SBD basis<br>and with GST in Rs |
|--------|--------------|---|----------|-------|---|--|------|---------------------|---|
| A      | B            | C   | D        | E     | F   | G=FXD  | H    | I=GXH               | J=G+I   |
| 1      | EL9814402370 | 3987144000PKG PVC PIPE FOR BRACE<br>CLRI. | 160      | EA    |   |  |      |                     |   |

Vendor seal and sign