



**BHARAT HEAVY ELECTRICALS LIMITED**  
**SOLAR BUSINESS DIVISION**  
**MALLESHWARAM, BANGALORE - 560055**

**SPECIAL**  
**CONDITIONS OF**  
**CONTRACT (SCC)**  
**Revision No. 00**

**TENDER NO. 26ONM00009**  
**Supply of L&T make MCX44 Power**  
**Contactor at 3.6 MW Roof Top Solar site**  
**at SMC Surat**

**TERMS & CONDITIONS:**

**NOTE:**

- These Conditions shall be read in conjunction with General Condition of Contract (GCC Rev R0) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.
- Our unit name has been changed to SOLAR BUSINESS DIVISION (SBD) from ELECTRIC & PHOTOVOLTAIC DIVISION (EPD) w.e.f. 09.10.2020.
- ALL THE TERMS & CONDITIONS ALONG WITH ALL APPLICABLE ANNEXURES WILL BE DEEMED ACCEPTABLE BY THE BIDDER IF NO DEVIATION MENTIONED FOUND ON THE ANNEXURE-II (COST OF WITHDRAWAL OF DEVIATION) AND SAME WILL BE BINDING ON THE SUPPLIER. THE DEVIATIONS MENTIONED ON THE ANNEXURE-II (COST OF WITHDRAWAL OF DEVIATION) WILL ONLY BE CONSIDERED FOR FURTHER EVALUATION.

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| 1.  | Type of Contract                                                            | For Site Basis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |              |                                |                                                                                       |      |     |                                                  |
| 2.  | Item details                                                                | Supply of following items as per below details:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              |                                |                                                                                       |      |     |                                                  |
|     |                                                                             | SI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | MATL. CODE   | DESCRIPTION                    |                                                                                       | QTY  | UoM | PROJECT NAME                                     |
|     |                                                                             | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | PS0679098798 | L&T make MCX44 Power Contactor | Auxiliary Contactor<br>500A 4P 415V AC In-Built 2NO+2NC AC-1 240V<br>AC Coil 50/60 Hz | 1.00 | NO  | 3.6 MW<br>Roof Top<br>Solar site at<br>SMC Surat |
|     |                                                                             | As per <b>BHEL SPEC PS-462-CONTACTOR SMC Rev 00 - (Supply)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |              |                                |                                                                                       |      |     |                                                  |
| 3.  | Project Name                                                                | <b>3.6 MW ROOF TOP SOLAR SITE AT SMC SURAT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |              |                                |                                                                                       |      |     |                                                  |
| 4.  | Consignee Details (Ship To) [To be mentioned in LR/Suppliers' Invoice etc.] | TO,<br>MANAGER STORES,<br>3.6 MW ROOF TOP SOLAR SITE<br>ROOM # 117, MAIN OFFICE BUILDING,<br>SURAT MUNICIPAL CORPORATION,<br>MUGLISARA, SURAT – 395 003, GUJARAT<br><br>Consignee address in LR should be strictly as per above/as mentioned in PO.                                                                                                                                                                                                                                                                                                                                               |              |                                |                                                                                       |      |     |                                                  |
| 5.  | Buyer and Paying Authority                                                  | C/o: Sr. Manager/ Material Management Dept.<br>BHARAT HEAVY ELECTRICALS LIMITED<br>SOLAR BUSINESS DIVISION<br>PROF. C.N.R RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM<br>BENGALURU-560 012<br><br>Hardcopy of Bills and supporting documents to be send to <b>BHEL-SBD Bangalore (Sr. Manager/ Material Management Dept.)</b> for payment processing                                                                                                                                                                                                                                          |              |                                |                                                                                       |      |     |                                                  |
| 6.  | Buyer e-mail ID                                                             | For Commercial Clarifications: <a href="mailto:shashisharma@bhel.in">shashisharma@bhel.in</a> ;<br>For Technical Clarifications: <a href="mailto:mukeshtoppo@bhel.in">mukeshtoppo@bhel.in</a> ;                                                                                                                                                                                                                                                                                                                                                                                                   |              |                                |                                                                                       |      |     |                                                  |
| 7.  | Buyer IEC CODE/ GST No.                                                     | IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |              |                                |                                                                                       |      |     |                                                  |
| 8.  | Price Basis                                                                 | FIRM, till the completion of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |              |                                |                                                                                       |      |     |                                                  |
| 9.  | Mode of Dispatch                                                            | By Rail/Road<br>It is also the Seller/Contractor's responsibility to ensure material is dispatched through shortest possible route.<br>Note: <ul style="list-style-type: none"><li>It is Seller/Contractor's responsibility to ensure availability of Trucks/Trains schedule etc. well in advance for dispatch of material to meet contractual delivery requirement.</li><li>Part shipment is allowed. Transshipment is not allowed.</li><li>The material shall be dispatched on pre-paid basis to BHEL Site. Road Permit/E-way bill, if required, to be arranged by Seller/Contractor.</li></ul> |              |                                |                                                                                       |      |     |                                                  |
| 10. | Transit Insurance                                                           | In BHEL Scope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |              |                                |                                                                                       |      |     |                                                  |

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|  | <b>BHARAT HEAVY ELECTRICALS LIMITED</b><br><b>SOLAR BUSINESS DIVISION</b><br><b>MALLESHWARAM, BANGALORE - 560055</b> | <b>SPECIAL</b><br><b>CONDITIONS OF</b><br><b>CONTRACT (SCC)</b><br><b>Revision No. 00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>TENDER NO. 26ONM00009</b><br><b>Supply of L&amp;T make MCX44 Power</b><br><b>Contactor at 3.6 MW Roof Top Solar site</b><br><b>at SMC Surat</b> |
| 11.                                                                              | Unloading at Site                                                                                                    | Unloading will be in the scope of BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                    |
| 12.                                                                              | Delivery Schedule                                                                                                    | <b>Total Supply: To be completed within 04 (Four) weeks from the date of Purchase order</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                    |
| 13.                                                                              | Drawing / Quality Plan Submission:                                                                                   | <b>NOT APPLICABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                    |
| 14.                                                                              | Pre-Shipment Inspection (PSI)                                                                                        | BHEL has the right to carry out pre-shipment inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                    |
| 15.                                                                              | LD Clause                                                                                                            | <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. LR/RR date for indigenous supplies shall be treated as the 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)</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                    |
| 16.                                                                              | Payment terms                                                                                                        | <p>FOR SUPPLY OF ITEMS:</p> <p>100% of basic price of material supplied, as per PO, along with 100% taxes &amp; duties (as applicable) &amp; freight charges, shall be paid on pro-rata basis within:</p> <ul style="list-style-type: none"> <li>• 45 days for Micro &amp; Small Enterprises (MSEs)</li> <li>• 60 days for Medium Enterprises</li> <li>• 90 days for Non-MSME</li> </ul> <p>from the date of receipt of goods &amp; receipt of complete documents as per order/contract subject to acceptance of materials. Statutory deduction will be made from payment, certificate if any will be issued by BHEL.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                    |
| 17.                                                                              | Payment through (TReDS) Trade Receivables Discounting System (Applicable to MSME Vendors)                            | <ul style="list-style-type: none"> <li>• In accordance with the Ministry of Micro, Small and Medium Enterprises (MSME), Government of India, Gazette Notification S.O. 3507(E) dated 30.06.2026, as amended from time to time, and subsequent instructions issued by the Government of India, settlement of eligible invoices pertaining to procurement of goods and/or services from Micro, Small and Medium Enterprises (MSMEs) shall be routed through a Trade Receivables Discounting System (TReDS) platform authorized by the Reserve Bank of India (RBI).</li> <li>• Routing of eligible invoices through the TReDS platform shall not be construed as mandatory availing of financing or discounting. Availing financing/discounting of receivables through the TReDS platform shall remain entirely at the option of the MSME vendor.</li> <li>• Where the MSME vendor does not opt for financing/discounting through TReDS, payment shall be released in accordance with the payment terms stipulated in the Purchase Order/Contract.</li> <li>• The successful bidder, wherever registered as an MSME, shall furnish the details of its registration on an RBI-authorized TReDS platform, including the name of the platform and such other details as may be required by BHEL for processing of eligible invoices through TReDS.</li> <li>• MSME bidders who are not registered on any RBI-authorized TReDS platform are advised to complete their registration at the earliest to facilitate seamless processing of eligible invoices.</li> <li>• BHEL reserves the right to seek any additional information or documents from the MSME vendor, as may be required for compliance with the aforesaid notification, RBI guidelines, or any subsequent instructions issued by the Government of India from time to time.</li> </ul> |                                                                                                                                                    |
| 18.                                                                              | Warranty/Guarantee Clause                                                                                            | <b>12 months from the date of Supply</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                    |
| 19.                                                                              | Documents to be Submitted by Vendor                                                                                  | <p><b><u>For release of 100% payment against supply:</u></b></p> <ol style="list-style-type: none"> <li>a. Original GST compliant Tax Invoice + 2 Copies</li> <li>b. LR/E-Way Bill/Delivery Challan/Packing List &amp; Original Receipted LR or Material Receipt Certificate (MRC)/Site Confirmation</li> <li>c. Warranty Certificate</li> <li>d. Original hardcopy of Bank mandate (EFT) in BHEL's prescribed format and cancelled</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                    |

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|     |                                                                                          | cheque (in case of New Supplier)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 20. | Quantity Variation                                                                       | <b>NOT APPLICABLE.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 21. | Contract Performance Bank Guarantee (CPBG)                                               | <b>NOT APPLICABLE.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 22. | Conflict of Interest                                                                     | <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>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.</p> |
| 23. | Conciliation Clause                                                                      | The Conciliation Scheme 2018 attached as <b>Annexure-A</b> shall be applicable. The Signed & Stamped copy of the same to be attached along with the offer as a mark of acceptance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 24. | Compliance to order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI      | <p>Compliance to order No. 25-111612018-PG, dated 02.07.2020 of Ministry of Power, GOI to be submitted in the bidder's letter head as per attached <b>Annexure-E</b>.</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 25. | Certification for percentage of local content, in line with PPP-MII order, if applicable | <p><b>Not Applicable for this Tender</b></p> <p><del>Certification (as applicable) giving the percentage of local content, in line with PPP-MII order, if applicable to be submitted as per attached <b>Annexure-F (i)</b> for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore or <b>Annexure-F (ii)</b> for procurement value more than Rs. 10.00 Crore.</del></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 26. | Relaxation in Public Procurement Norms for Startups                                      | <p>For all public procurement, the criteria of prior turnover and prior experience for all Startups is relaxed subject to their meeting of quality and technical specifications.</p> <p>DPIIT (Department for Promotion of Industry and Internal Trade) Certificate of Recognition for Startups to be submitted for availing benefits.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 27. | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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| 28. | Breach of contract,<br>Remedies and Termination | <p><b>BREACH OF CONTRACT:</b></p> <p>The following shall amount to breach of contract:</p> <ul 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> </ul> <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> <ul style="list-style-type: none"> <li>i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</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 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.</li> <li>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:</li> </ul> |
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|     |                                   | <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 pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note:</p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p> |
| 29. | Risk & cost                       | Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 30. | Unpriced BOQ                      | As Per Annexure-3: To filled by Bidder (Quoted/ Not Quoted)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 31. | No Interest Payable to Contractor | Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, Performance Security, EMD, Retention Money or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 32. | CLOSING OF CONTRACTS              | The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at <a href="https://siddhi.bhel.in">https://siddhi.bhel.in</a> only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 33. | Cartel Formation                  | The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 34. | MSE Purchase Preference           | To get MSE preference, bidder to provide MSE purchase preference on otherwise purchase preference shall not be applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 35. | MII Preference                    | To get MII preference, bidder to provide MII purchase preference and bidder to submit signed local content declaration otherwise purchase preference shall not be applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>BHARAT HEAVY ELECTRICALS LIMITED</b><br><b>SOLAR BUSINESS DIVISION</b><br><b>MALLESHWARAM, BANGALORE - 560055</b> | <b>SPECIAL</b><br><b>CONDITIONS OF</b><br><b>CONTRACT (SCC)</b><br><b>Revision No. 00</b>                                                                                                                                                          | <b>TENDER NO. 26ONM00009</b><br><b>Supply of L&amp;T make MCX44 Power</b><br><b>Contactor at 3.6 MW Roof Top Solar site</b><br><b>at SMC Surat</b> |
| 36.                                                                              | Technical specification and PQR                                                                                      | Technical specification doc no.<br><b>i) PS-462-CONTACTOR SMC Rev 00</b><br>Technical Pre-Qualification Requirement is as per doc no. <b>PQR REV.00</b> and PQR shall supersede experience criteria and past performances as mentioned in the bid. |                                                                                                                                                    |

#### 36.1 ANNEXURE – J: Provisions for MSE vendors- Category

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

| Type under MSE                         | Please specify Yes or No (If applicable) |
|----------------------------------------|------------------------------------------|
| SC/ST Owned                            |                                          |
| Women Owned                            |                                          |
| Others (excluding SC/ST & Women Owned) |                                          |
| Micro                                  |                                          |
| Small                                  |                                          |

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.

**Purchase specification; Group: Photovoltaics****Auxiliary Contactor 500A 4P 415V AC****In-Built 2NO+2NC AC-1 240V AC Coil 50/60 Hz****PS-462-  
CONTACTOR-  
SMC****REV No. 00****Page 1 of 1****A. Introduction**

This technical specification provides BHEL requirement for supply of Auxiliary Contact 500A 4P 415V for solar power plants.

**B. Technical specification**

| #   | Particular           | BHEL specification                                                              |
|-----|----------------------|---------------------------------------------------------------------------------|
| 1.0 | Item description     | Auxiliary Contactor 500A 4P 415V AC In-Built 2NO+2NC AC-1 240V AC Coil 50/60 Hz |
| 2.0 | Application          | Suitable for use in indoor application in solar power plant.                    |
| 3.0 | Applicable standards | IS / IEC 60947-4-1                                                              |
| 4.0 | Current grade        | Ie (AC-1): 500                                                                  |
| 5.0 | Voltage grade        | Ue: 415 V , Ui: 1000V                                                           |
| 6.0 | Frequency            | 50 Hz/ 60Hz                                                                     |
| 7.0 | Make                 | L&T                                                                             |
| 8.0 | Model Name           | MCX 44                                                                          |

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It must not be used directly or indirectly in anyway detrimental to the interest to the company

REVISION : 00

PREPARED

APPROVED

**Mukesh  
Toppo**

Digitally signed by Mukesh Toppo  
DN: cn=Mukesh Toppo, o=Bharat Heavy Electricals  
Limited, ou=BHARAT HEAVY ELECTRICALS  
LIMITED, postalCode=500012, st=Karnataka,  
st=Karnataka, street=Solar Business  
Division, Postal Code=500012, cn=Mukesh Toppo  
Bangalore Karnataka,  
2.5.4.23=60959994E55714658e1988a1  
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serialNumber=5671038023, id=9707398d4/  
c4d549314909902d43409984780131DC  
7700, email=mukesh.toppo@bhel.in,  
cn=Mukesh Toppo  
Date: 2020.07.20 17:50:51 +05'30'

DATE

25.06.2026

|                                                                                                                                                                   |                                |                       |                   |
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|   | <b>SOLAR BUSINESS DIVISION</b> | <b>PQR<br/>REV.00</b> | <b>TENDER NO.</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------|-------------------|

| <b>PRE-QUALIFICATION REQUIREMENTS (PQR)</b><br><b>Item: Supply of Auxiliary Contact 500A 4P 415V for 3.6 MW Rooftop Solar PV Plant, Surat, Gujarat.</b> |                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sl. No.                                                                                                                                                 | PRE-QUALIFICATION REQUIREMENTS                                                                                                                              | Bidders claim in respect of fulfilling the PQR Criteria                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                      |
|                                                                                                                                                         |                                                                                                                                                             | Name and Description of qualifying requirements                                                                                                                                                                                                                                                                                                                                                                                | Supporting document                                                                                                                                  |
| A                                                                                                                                                       | <b>Technical Criteria</b>                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                      |
| A1                                                                                                                                                      | The bidder shall be an authorized dealer/distributor/channel partner of <b>Larsen &amp; Toubro Limited (L&amp;T)</b> for supply of L&T electrical products. | Self-attested copy of a valid Authorization Certificate/Dealership Certificate/Channel Partner Certificate issued by L&T. In case the certificate does not indicate its validity, the bidder shall submit any other documentary evidence (such as a recent authorization letter, dealership confirmation, or communication from L&T) establishing that the dealership/authorization is valid as on the date of bid submission. | <b>Supporting document</b><br>(Attached / Not-attached)<br><input type="checkbox"/> / <input type="checkbox"/><br>(please tick at appropriate place) |
|                                                                                                                                                         |                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                      |

**NOTE: Supporting documents for qualification against PQR needs to be enclosed.**

\_\_\_\_\_  
Seal and signature of the Bidder

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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**PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE**

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|             |                     |                        |  |
| <b>NAME</b> | <b>DESIGNATIONS</b> | <b>SIGN &amp; DATE</b> |  |

**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**

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|-------------|---------------------|------------------------|--|
|             |                     |                        |  |
| <b>NAME</b> | <b>DESIGNATIONS</b> | <b>SIGN &amp; DATE</b> |  |

**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.
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- 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.

**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>                                                                                                                                                                                              |
|--------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b>     | 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.                                                                              |
| <b>2</b>     | 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. |

| <b>Sl No</b> | <b>Particulars</b>                                                                                                                                                          | <b>Amount</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              |                                                                                                                                                                             | <p>Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,</p> <p>Signing of the Settlement Agreement after approval of the Competent Authority</p> <p>or</p> <p>Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p> |
| <b>3</b>     | 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>                                                                                                                                                                                                                                                      |
| <b>4</b>     | 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) | As per entitlement of the equivalent officer (pay scale wise) in BHEL.                                                                                                                                                                                                                                                                                                                                                                                |
|              | Others                                                                                                                                                                      | <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>                                                                                                                                                                                                                                                                               |
| <b>5</b>     | 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                                                                                                                                                                                                                                                                                 |

| <b>Sl No</b> | <b>Particulars</b> | <b>Amount</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              |                    | 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 Claim(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.<br>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.

#### **14.0 Settlement of Disputes**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 14.1

#### **14.1 CONCILIATION**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)) and also attached as Annexure A to this tender.

Note: 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.

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.

#### **14.2 ARBITRATION**

14.2.1 Except as provided elsewhere in this contract, in case Parties are unable to reach an amicable settlement (whether by Conciliation to be conducted as provided in Clause 14.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may,

refer the disputes to Arbitral Institution “**Arbitration & Conciliation Centre, Bengaluru (Domestic and International)**” and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of the said Arbitral Institution.

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

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

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

14.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be in Bengaluru, Karnataka only.

14.2.6 Subject to the above, the provisions of The Arbitration & Conciliation Act, 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Bengaluru, Karnataka only.

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

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

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

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

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

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

**(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 GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

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

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

**(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 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 GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

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

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

## (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)