
	<b>SOLAR BUSINESS DIVISION</b> (Erstwhile known as Electric & Photovoltaic Division)	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b> Revision No. 00	<b>INDIRECT MATERIAL</b> <b>TENDER NO. 30034083</b> <b>ITEM: SUPPLY OF HIGH TEMP CASTABLE (TABCAST 97)</b>
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**TERMS & CONDITIONS:**


**NOTE:**

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


1.	Type of Contract	Ex-works and Freight Prepaid Basis
2.	Item details	<b>SUPPLY OF HIGH TEMP CASTABLE (TABCAST 97)</b>
3.	Consignee address	STORES INCHARGE BHARAT HEAVY ELECTRICALS LTD SOLAR BUSINESS DIVISION Prof. CNR Rao Circle, Opp. Indian Institute of Science, Malleshwaram Bangalore – 560012 Phone: - +91 80 2218 2262
4.	Buyer and Paying Authority	Bharat Heavy Electricals Limited - SBD, Bangalore
5.	Buyer IEC CODE/ GST No.	IEC CODE: 0588138690 / GST No: 29AAACB4146P1ZB
6.	Mode of Dispatch	By Road / Rail / Air  For Indigenous Bidders: On door delivery and freight pre-paid basis. Transit Insurance will be in BHEL scope. Note: It is Vendor's responsibility to ensure availability of Trucks/ships schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. <ul style="list-style-type: none"> <li>• Part shipment is allowed.</li> <li>• Transshipment is not allowed.</li> <li>• It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.</li> </ul>
7.	Transportation & Freight Charges	Material to be dispatched on freight pre-paid basis including destination charges.
8.	Road Permit / E-waybill	Road Permit / E-way bill, to be arranged by Supplier / Transporter / BHEL (as per GOI mandate).
9.	Evaluation of Offers	The evaluation currency for this tender shall be INR. <b>Evaluation of the tender shall be done on the basis of overall delivered cost of Package</b> , i.e. 'total cost to BHEL' of the package w.r.t the finalized technical scope and commercial conditions and taking into consideration loadings, if any, and all available financial advantages. Vendors are supposed to fill all the Price Formats (for Supply) in all respects. If any Price Format/cell of Price Format is left blank by the bidder, it shall be treated as "quoted by the bidder on Free of Cost to BHEL", unless specified otherwise elsewhere in the NIT. All prices (except for main Price Schedule) shall be quoted on Ex-works basis.
10.	Validity of Offers	VALIDITY OF OFFER shall be read as: Vendors' offers shall be submitted with the following validity periods: <ul style="list-style-type: none"> <li>i. Original offer shall be valid for 90 days from Part-I opening for placement of order.</li> <li>ii. Offers with shorter validity than above are liable to be rejected.</li> </ul>
11.	Sample Requirement	Sample submission is applicable before bulk supply.
12.	Split order condition/ Load Sharing	Not applicable
13.	Reverse Auction	Not applicable.
14.	Delivery schedule	Within 45 days from date of Manufacturing Clearance by BHEL.
15.	Transit Insurance	In BHEL scope. Prior dispatch, intimation shall be issued to BHEL by the supplier about the dispatch details (Description of items, BHEL PO no., LR no., Transporter Name, Invoice No. & date, Vehicle no. and Value of consignment).

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		Name of Insurance agency: THE ORIENTAL INSURANCE CO. LTD. Reference Policy no. 510000/21/2027/37 (From: 01/06/2026 12:00:00 AM upto: 31/05/2027). BHEL officials email ID is as per following: Anita.sinha@bhel.in; rkmech@bhel.in; ankurverma@bhel.in.
16.	Pre-shipment inspection	Not applicable.
17.	Unloading at Site	Unloading will be in the scope of BHEL.
18.	Organization Chart	Contact details (Email, Mobile No. and Phone no.) for concern person to be submitted by the Bidder.
19.	Delivery Failure and Termination/Liquidated Damages	Applicable. Purchaser reserves the right to recover from the Seller/Contractor, as agreed, liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of undelivered portion per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract. NOTE: 1. Date of LR shall be considered as date of delivery for levying LD. 2. In case of any amendment/revision, LD shall be linked to the amended/revised contract value and delivery date(s). 3. If Order/ Contract involves two or more Units/ Sets/ Lots, then Liquidated Damages shall be for order/ contract value of the delayed Unit/ Set/ Lot, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot wise, however total LD amount shall be limited to 10% of total order value. (excluding taxes, duties and freight)
20.	Payment terms	Payment Terms :100% of basic price of material supplied, as per PO, along with 100% taxes & duties (as applicable) & freight charges, shall be paid on pro-rata basis within (i) 45 days for Micro & Small Enterprises (MSEs) (ii) 60 days for Medium Enterprises (iii) 90 days for Non-MSME from the date of receipt of goods & receipt of complete documents as per order/contract subject to acceptance of materials. Statutory deductions will be made from payment, certificate if any will be issued by BHEL.  [Note: To avail benefits under the Public Procurement Policy for MSEs, bidders must be manufacturer/OEM of the offered product and all other vendors shall be paid within ninety (90) days.]
21.	Documents to be Submitted by Vendor	<u>DOCUMENTS TO BE SUBMITTED BY VENDOR</u> For Claiming 100% Payments for Supply following documents to be submitted for payment purpose 1. GST Invoice – original 2. Receipted LR/DC/ E-way bill
22.	Guarantee / Warrantee Period	Not applicable.
23.	EMD	Not applicable
24.	Contract Performance Bank Guarantee (CPBG)	Not applicable
25.	TAXES AND DUTIES	CGST/SGST/UTGST/IGST Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. The purchaser is registered in the State of Karnataka vide following GST registration number: 29AAACB4146P1ZB. Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice subject to Cl. No. 24 of SCC.

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26.	OTHER TAXES & LEVIES	<b>OTHER TAXES &amp; LEVIES</b> All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser.
27.	DIRECT TAXES	<b>DIRECT TAXES</b> Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel. Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.
28.	GST related	Other clauses 1. Vendor/Supplier will intimate BHEL along with LR/RR (as applicable) immediately on removal of goods from vendor/supplier works. 2. All payments against Tax Invoice to vendors/contractors shall be released only after: a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal 3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
29.	GST related	a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price). b) The bidder should have been registered with the appropriate authority under relevant GST laws. c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax. e) In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.
30.	RISK & COST CLAUSE	Not applicable
31.	NOTE	Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply. 1. GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor on GSTN Portal. 2. Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. [If (a) above could not be complied]. 3. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements. 4. In case vendor delays declaring such invoice in his return & GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from vendor/contractor along with interest levied/leviable.be obtained from vendor

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		alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.
32.	Provisions for MSE vendors	<p><b>PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)</b></p> <p>Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSEs registered with Government designated authorities as per the Purchase &amp; Price Preference Policy of the Government subject to them becoming eligible otherwise.</p> <p>Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit the UDYAM Registration certificate along with attested copy of a CA certificate [as per Annexure-G (i) or (ii)] applicable for the relevant financial year (latest audited) along with the tender documents in the Part-I bid to avail the applicable benefits.</p> <p>Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of two-part bid and three-part bid).</p> <p>Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of part I bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit shall be applicable if any deficiency in the above required documents are not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.</p> <p>Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises (MSME).</p> <p><b>PURCHASE PREFERENCE FOR MSE VENDORS:</b></p> <p>A. For Items which are divisible in nature:</p> <p>MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided:</p> <ol style="list-style-type: none"> <li>1. The MSE vendor matches the L1 price.</li> <li>2. L1 price is from a non MSE vendor.</li> <li>3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 – nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).</li> <li>4. 3% of the 25% will be earmarked for women owned MSEs.</li> <li>5. 25% of the 25% (i.e., 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) &amp; (2) are fulfilled.</li> <li>6. In case where no SC/ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, the 6.25% of earmarked quantity for SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender.</li> </ol> <p>B. For Items which are not divisible in nature:</p> <p>MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 100% of the requirement (as applicable) against this tender provided:</p> <ol style="list-style-type: none"> <li>1. The MSE vendor matches the L1 price.</li> <li>2. L1 price is from a non MSE vendor.</li> <li>3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 – nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).</li> <li>4. No distribution shall be done specifically to women owned MSEs or SC/ST owned MSEs in such cases.</li> </ol> <p><b>Documents to be submitted for claiming MSE status and intended benefits: Udyam Registration certificate.</b></p>
33.	Preference to Make in India	"For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".
34.	Compliance to Government of India order OM No.6/18/2019-PPD	<ol style="list-style-type: none"> <li>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</li> <li>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an</li> </ol>

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	<p>dated 23.07.2020 &amp; 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017</p>	<p>association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:</p> <ol style="list-style-type: none"> <li>An entity Incorporated, established or registered in such a country; or</li> <li>A subsidiary of an entity Incorporated, established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>An entity whose <i>beneficial owner</i> is situated in such a country, or</li> <li>An Indian (or other) agent of such an entity; or</li> <li>A natural person who is a citizen of such a country; or</li> <li>A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ol> <p>IV. The <i>beneficial owner</i> for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> <li>In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- <ol style="list-style-type: none"> <li>"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;</li> <li>"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;</li> </ol> </li> <li>In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</li> <li>In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;</li> <li>Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;</li> <li>In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</li> </ol> <p>V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.</p> <p>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.  * The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.  * List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<a href="https://www.mea.gov.in/">https://www.mea.gov.in/</a>).</p> <p>Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 &amp; 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 to be submitted on the bidder's letter head as per Annexure-D (i) or Annexure-D (ii) – as applicable.</p>
35.	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>
36.	Declaration by bidder regarding protection of commercial interests of BHEL	<p>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.</p>

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37.	Conflict of Interest	<p>"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; · or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, · or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from. one bidding manufacturer in more than one bid,</p> <p>or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <p>i. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>ii. Indian/foreign agent on behalf of only one principal, ·</p> <p>or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, · or</p> <p>In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p>
38.	E-INVOICING	<p>A) As per the latest government guidelines, the e-invoicing under GST is being implemented w.e.f. 1st April 2021 for all the taxable person having turnover more than ₹50 crores and from 1st April 2022, it shall apply to those with a turnover of more than ₹20 crores.</p> <p>B) It is mandatory to mention a valid unique invoice reference no. And QR code to claim GST credit in GST return and the same shall be matched with corresponding details uploaded by vendor in e-invoicing system.</p> <p>C) Invoice to be raised only when all the documents are available with the vendor for submission to BHEL.</p>
39.	No Interest Payable to Contractor	<p>Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, Performance Security, EMD, Retention Money or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.</p>
40.	FORCE MAJEURE	<p>1. Force Majeure shall mean circumstance which is:</p> <p>a) beyond control of either of the parties to contract,</p> <p>b) either of the parties could not reasonably have provided against the event before entering into the contract,</p> <p>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>d) is not substantially attributable to either of the parties And</p> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <p>i) War, hostilities, invasion, act of foreign enemies.</p> <p>ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</p> <p>iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</p> <p>v) Encountering munitions of war, explosive materials, ionizing radiation or contamination</p>

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		<p>by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</p> <p>vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</p> <p>vii) Epidemic, pandemic etc.</p> <p>2.The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go- slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>3. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>4.The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>5.Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>i) Constitute a default or breach of the Contract.</p> <p>ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>6. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure</p>
41.	Limitation of Liability	Notwithstanding anything to the contrary in this Contract or LOI or Purchase Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Purchase Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever.
42.	Jurisdiction	Courts at Bengaluru shall alone have exclusive jurisdiction to adjudicate on any / all matters arising out of or concerning to this Contract
43.	Governing Laws	The contract shall be governed by the Law for the time being in force in the Republic of India
44.	Special Note	Vendor who has been banned by BHEL or against whom action due to non-performance has been initiated by BHEL shall not be eligible for participation. Such offers will not be considered for evaluation and will be rejected. Bidders shall confirm acceptance of technical specification which is part of the tender document. Any deviation from technical specification can be rejected at BHEL's discretion.
45.	Conciliation	<p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in <a href="http://www.bhel.com">www.bhel.com</a>).</p> <p>Note:</p>


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		Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.
46.	Breach of contract, Remedies and Termination	<p><b>BREACH OF CONTRACT:</b>          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 48 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</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> <li>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.</li> <li>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:</li> </ul>

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		<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>														
47.	Loading	Loading for Commercial Deviations (where cost of withdrawal not given) For deviations w.r.t. Payment terms, Liquidated damages, if a bidder chooses not to give any cost of withdrawal of deviation, loading as per Annexure-VIII will apply. Loading criteria in Annexure VIII- Interest Rate for loading will be taken as Repo Rate (as applicable on the date of bid opening, Techno-commercial bid, in case of 2-part bids) + 4% for the period of relaxation sought by the bidders.														
48.	Other	BHEL reserves the right to terminate/cancel the contract, wholly or partially, at any time without assigning any reason. In such an event, the contractor shall not be entitled to any compensation, damages, loss of profit, or any consequential claim arising out of such termination/cancellation.														
49.	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.														
		<table><tr><th>Type under MSE</th><th>Please specify Yes or No (If applicable)</th></tr><tr><td>Udyam Registration No.</td><td></td></tr><tr><td>SC/ST Owned</td><td></td></tr><tr><td>Women Owned</td><td></td></tr><tr><td>Others (excluding SC/ST &amp; Women Owned)</td><td></td></tr><tr><td>Micro</td><td></td></tr><tr><td>Small</td><td></td></tr></table>	Type under MSE	Please specify Yes or No (If applicable)	Udyam Registration No.		SC/ST Owned		Women Owned		Others (excluding SC/ST & Women Owned)		Micro		Small	
		Type under MSE	Please specify Yes or No (If applicable)													
		Udyam Registration No.														
		SC/ST Owned														
		Women Owned														
		Others (excluding SC/ST & Women Owned)														
		Micro														
Small																
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.																
50.	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.														
51.	Suspension Of Business Dealings	BHEL reserves the right to act against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.														

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52.	Fraud Prevention Policy	Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
53.	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	
54.	Suvidha Portal	The facility for Online Invoice Registration and Document Upload has been enabled in the SUVIDHA Portal <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a> for all BHEL Suppliers and Contractors. With effect from 01-October-2025, it will be mandatory for all Suppliers/Contractors to register their invoices exclusively through the SUVIDHA Portal along with the required documents. For net invoice amount exceeding 5 lakhs inclusive of taxes, uploading of a Class 3 digitally signed tax invoice is mandatory. For invoices up to ₹5 lakhs inclusive of taxes, a scanned copy may be uploaded however, submission of the hard copy is mandatory if a Class 3 digitally signed tax invoice is not uploaded. All Suppliers/Contractors are therefore requested to register on the SUVIDHA Portal and ensure compliance from 01-October-2025 onwards.	
55.	Checklist	Annexure – K	

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**ANNEXURE – K: CHECKLIST OF ENCLOSURES**

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)	Whether proof / document enclosed (YES / NO)
1	Signed & stamped copy of SCC		
2	Signed & stamped copy of NIT		
3	Sealed & signed unpriced BOQ		
4	GSTIN certificate should be submitted		
5	Udyam Registration (if applicable)		
6	Freight %		
7	GST % with HSN code		
8	SEALED & SIGNED ANNEXURE-D		
9	SEALED & SIGNED ANNEXURE-I Declaration of authorized Signatory		
10	Format for no deviation certificate		
11	Signed & stamped copy of GTC		

## **ANNEXURE-VIII**

### **LOADING CRITERIA**

No deviations in tender terms and conditions are generally acceptable, and bids with deviations are liable to be rejected. However, in exceptional circumstances, BHEL may accept deviations with Loading as given below:

#### **A) PAYMENT TERMS**

1. Payment will be released as per the payment terms.

Loading will be done for vendors seeking earlier payment w.r.t. above, for the value and the period of deviation, as per SCC.

Time periods assumed by BHEL for a few activities are as follows:

Payment through Bank – 30 days from receipt of invoice + documents.

Receipted LR – 30 days from despatch.

Material Receipt Certificate (MRC) – 120 days from despatch.

**However, for Foreign Purchase, CAD at sight and Confirmed LCs are not permitted.**

#### **B) BANK GUARANTEE**

Non submission of Bank Guarantee – No deviation is permitted, if applicable as per NIT.

#### **C) LIQUIDATED DAMAGES**

If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including taxes, duties & freight.

If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value).