

	SOLAR BUSINESS DIVISION (Erstwhile known as Electric & Photovoltaic Division)	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00	Item Description: 4.4 MW Outdoor Type PCU (Solar Inverter) - Model: PVS980-58-5000KVA Tender Ref. No. : ANS25PV002
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NOTE:

- All corrigenda, addenda, amendments, time extensions, clarifications etc. to the Tender will be hosted on **NIC** only. Bidders should regularly visit this website to keep themselves updated.
- Our unit name has been changed to SOLAR BUSINESS DIVISION (SBD) from ELECTRIC & PHOTOVOLTAIC DIVISION (EPD) w.e.f. 09.10.2020

1.	Type of Contract	FOR Basis				
2.	Item details	Sl. No.	Item Description	Item Code / Make	Quantity	Units
		1	4.4 MW Outdoor Type PCU (Solar Inverter) - Model: PVS980-58-5000KVA	PS0679099875	1	No
3.	Consignee address	100 MW GSECL Raghunesda-II, BHEL Site Office, Near Kundaliya Village, Gujarat				
4.	Buyer and Paying Authority	Bharat Heavy Electricals Limited - SBD, Bangalore				
5.	Buyer IEC CODE / GST No.	IEC CODE: 0588138690 / GST No: 29AACB4146P1ZB				
6.	Mode of Dispatch	By Road / Rail / Air Price in INR should be quoted for F.O.R site basis. Insurance is in scope of vendor. Note: It is Vendor's responsibility to ensure availability of Trucks/ships schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. <ul style="list-style-type: none"> • Part shipment is not allowed. • Transhipment is not allowed. • It is also the vendor's responsibility to ensure material is dispatched through shortest possible route. 				
7.	Transportation & Freight Charges	Material to be dispatched on freight pre-paid basis including destination charges				
8.	Road Permit / Ewaybill	Road Permit / E-way bill, to be arranged by Supplier / Transporter / BHEL (as per GOI mandate).				
9.	Evaluation of Offers	On Overall Basis as it is Single Tender Any new taxes/ duties structure as and when implemented by the Government shall become applicable & evaluation shall be done based on the new taxes/ duties structure.				
10.	Validity of Offers	Original offer shall be valid for 90 days from bid opening.				
14.	Inspection Agency	BHEL reserves the right of pre-dispatch inspection.				
16.	Delivery schedule	12 weeks from date of PO placement. Date of LR will be considered for LD calculation.				
17.	Transit Insurance	In supplier scope.				
18.	Unloading at Site	Unloading will be in the scope of BHEL.				
22.	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 <ol style="list-style-type: none"> 45 days for Micro & Small Enterprises (MSEs) 60 days for Medium Enterprises 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.				
23.	Documents to be Submitted by Vendor	For Claiming 100% Payments for Supply following documents to be submitted for payment purpose <ol style="list-style-type: none"> 1. GST Invoice 2. Receipted LR/DC 3. MDCC and TC 4. Tax invoice/Delivery Challan 5. Packing list 6. Customer inspection report 				
24.	Warantee/Guarantee Period	60 months from the date of commissioning or 63 months from date of supply, whichever is earlier				
25.	EMD	Not applicable				
26.	Contract Performance Bank Guarantee (CPBG)	Not applicable				
38.	Provisions for MSE vendors	Documents to be submitted for claiming MSE status and intended benefits: Udyam Registration certificate.				

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42.	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>
43.	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> <ul style="list-style-type: none"> a) they have controlling partner (s) in common; - or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, - or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more than one bid, or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: <ul style="list-style-type: none"> i. The principal manufacturer directly or through one Indian agent on his behalf; and ii. Indian/foreign agent on behalf of only one principal, - or 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>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>
45.	Breach of contract, Remedies and Termination	<p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, any other amount payable to vendor from any units of BHEL, etc. with BHEL) or legal remedies shall be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>In any case of Breach of contract amount equivalent to 10% of the contract value in shall be recovered from the contractor.</p>
46.	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>
47.	FORCE MAJEURE	<p>1. Force Majeure shall mean circumstance which is:</p> <ul style="list-style-type: none"> a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, <p>Such circumstances include but shall not be limited to:</p> <ul style="list-style-type: none"> • War, hostilities, invasion, act of foreign enemies. • Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. • Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. • Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. • Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. • Epidemic, pandemic etc. <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>

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		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. 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. 5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. 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.
48.	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.
49.	Jurisdiction	Courts at Bengaluru shall alone have exclusive jurisdiction to adjudicate on any / all matters arising out of or concerning to this Contract
50.	Governing Laws	The contract shall be governed by the Law for the time being in force in the Republic of India
52.	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). 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. 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.
55.	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)
		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.
57.	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.
58.	Fraud Prevention Policy	Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

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60.	Suvidha Portal	<p>The facility for Online Invoice Registration and Document Upload has been enabled in the SUVIDHA Portal https://suvidha.bhel.in/suvidha/ for all BHEL Suppliers and Contractors. With effect from 01-October-2025, it will be mandatory for all Suppliers/Contractors to register their invoices exclusively through the SUVIDHA Portal along with the required documents. 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.</p>
61.	Contact Details	<ol style="list-style-type: none"> 1. For Technical Clarification : Penmi Kashung, email: penmi@bhel.in Mobile: 8237516833 2. For Commercial Clarification : Anita Sinha Email : anita.sinha@bhel.in Mobile : 9412074781

UN-PRICED BID

BHEL Tender Ref: ANS25PV002

Name of work: 4.4 MW Outdoor Type PCU (Solar Inverter) - Model: PVS980-58-5000KVA

BIDDER's NAME (To be filled)

Sl. No.	Item Description	Item Code / Make	Quantity	Units	Wheather QUOTED or NOT QUOTED	HSN/SAC Code	GST Applicable (CGST, SGST,	GST%	Currency
1	4.4 MW Outdoor Type PCU (Solar Inverter) - Model: PVS980-58-5000KVA	PS0679099875	1	No					INR

Bidder not to mention any prices in the above form.

BIDDER's SIGN & SEAL