

**BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS**  
**ITEM NAME: POSITIONER WITH POSITION TRANSMITTER FOR LEAK STEAM VALVE**

**PROJECTS- BHADRADRI****1. SCOPE OF ENQUIRY:**

2. Sl. No.	Material Code & Item Description	Total Qty.	LOT Quantity & Delivery schedule
1	W99318102100: POSITIONER WITH POSITION TRANSMITTER FOR LEAK STEAM VALVE	2 No.	BHADRADRI: 2 No. -30/09/2025

**2. Project Details with consignee address:**

<b>Project Name</b>	BHADRADRI TPS- 4x270MW
<b>Consignee Address</b>	ASSISTANT DIVISIONAL ENGINEER (ADE) STORES & SERVICES BTPS MANUGURU,DISTT. KHAMMAM PIN – 507117 (TELANGANA)

**3.BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS IN ADDITION TO GTC**

Sl. No.	Terms	Description	Supplier confirmation
1.	<b>Documents Checklist:</b>	Please submit signed and stamped copy of your offer on each page along with following documents; <ul style="list-style-type: none"> <li>Buyer Specific T&amp;C.</li> <li>Technical PQR &amp; its supportive document.</li> <li>Technical drawing &amp; purchase specification.</li> <li>Certificate/self-certification for minimum local content as per PPP-MII order.</li> <li>Replica of price bid schedule without prices with part-I offer.</li> </ul>	
2.	<b>Special Instruction of Technical requirement</b>	a) Vendor to offer ABB MAKE SMART POSITIONER (with integrated position transmitter of model:- V183451021121001) or its equivalent. b) Only Positioner (with integrated position transmitter) is required meeting the specification requirement-41810250001 Rev05. c) In case, equivalent make positioner is offered, vendor to provide "certificate of interchangeability" with the above mentioned make and model. d) In case of any undeclared deviation is found from the specification, vendor to comply with the specification without any delivery variation or commercial implication. e) Guarantee/Warranty of 12 months from the date of supply is required. f) Mandatory spare should be properly packed in wooden box with steel strips in green color and proper labelling like item description, P.O., make, project, etc. along with "Mandatory spare" marked on the box.	
3.	<b>Compliance of GTC on GeM</b>	General Terms and Conditions on GeM 4.0 (Version 1.25) Dtd -05/05/2025 or it's latest revision of GeM portal shall be applicable against this enquiry. Kindly confirm to compliance the same for this tender.	
4.	<b>Pre-Qualification Requirements</b>	The Pre-Qualification Requirements have been compiled. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.	
5.	<b>Compliance of Rule 144 (xi) of GFR 2017</b>	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.	

6.	Bid validity/ Validity of offer	Please note that validity of the offer shall be 180 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal. Offer of bidder's having validity less than 180 days shall liable to reject. Please confirm.									
		The required validity is considering that offer is complete & clear w.r.t. PQR and all techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL's comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to be reject. Please confirm.									
7.	Loading and unloading	Vendor's scope will not cover Loading & Unloading at Final destination of delivery. Unloading at final destination (i.e. BHEL site) is in BHEL 'scope. Loading and unloading at other intermediate places due to any permitted transshipment will be the responsibility of the vendor. Kindly note									
8.	Prices/Basis of Quotation	The offered prices of the items shall remain firm and fixed till the execution of the contract, kindly confirm.									
		In GEM, PRICE to be offered all inclusive. Accordingly, Kindly make sure your quote prices are inclusive of P&F, Freight & GST etc.									
		Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.									
		The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis & inclusive of all taxes & duties, GST (i.e. Inclusive all). Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery basis. In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account. Any demurrage / godown rent payable to the transporter /or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.									
9.	Special Instructions:	<ul style="list-style-type: none"><li>ORIGINAL (GR/LR, MDCC, PKG LIST) ARE REQUIRED FOR BILLING.</li><li>MATERIAL IS TO BE DESPATCHED ON DOOR DELIVERY BASIS TO SITE.</li><li>BBU no. properly tagged else item will be rejected.</li><li>Packing list to be attached in package.</li><li>Shipping BOX should be painted green in color and marked with mandatory spare Positioner with Position Transmitter for Leak Stem Valve , project name-Bhadadri 270 MW on at least 4 sides of the box.</li><li>Vendor to ensure submission billing documents in the same month of material despatch. If vendor fail to provide the despatch documents in the same month GST Penalty shall be applicable and bear by vendor as per GST rule.</li></ul>									
10.	Evaluation criteria	Evaluation shall be done based on total landed cost (i.e. total value wise evaluation) up to BHEL Project site.									
11.	Evaluation Currency	The evaluation currency for this tender shall be INR.									
12.	Payment terms:	<b>For Material portion:</b> The payment shall be done after receipt of Material at BHEL respective project site, within no. of days as defined in the below table from the date of receipt of Material at site i.e. MRC date). <table><tr><td>Type of Bidder</td><td>Payment Terms (Number of Days)</td></tr><tr><td>Micro &amp; Small Enterprises (MSEs)</td><td>45 days</td></tr><tr><td>Medium Enterprises</td><td>60 days</td></tr><tr><td>Non MSME</td><td>90 days</td></tr></table> The Payment terms are subject to receipt of non-discrepant document from supplier.	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
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13.	GeM charges	GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account. Please confirm.									
14.	Contract execution	Bidder's are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM.									

15.	<b>Reverse Auction</b>	BHEL shall be resorting to Reverse Auction (RA) on GEM portal as per GEM functionalities for this tender with elimination of H1 bidder.	
16.	<b>Delivery Period</b>	<p>Please note that BHEL's Delivery requirements are mentioned above at Sl. No.1 of ATC. Early delivery w.r.t. above lot delivery will be accepted only after written confirmation from BHEL. BHEL reserve right to reject early delivery request of bidders / suppliers.</p> <p>Delivery period indicated in GeM bid is only indicative and final delivery of tender shall be taken as mentioned above.</p> <p>Accordingly bidders to confirm the above deliveries or quote their best possible delivery in no of months / weeks from the date of placement of Purchase order, including all activities like document approval, inspection by TPI time etc.</p>	
17.	<b>Technical Document/ Drawing approval conditions</b>	<p>Drawings/Data sheets/documents/QAP etc. as called for in the specifications shall be submitted by Vendor for BHEL/ Customer approval within 30 days of purchase order. BHEL shall approve these drawings/data sheets/ documents / QAP etc. within 30 days of receipt.</p> <p>Any comments on the documents shall be given by BHEL within 7 days of submission and vendor shall submit revised document / reply to comments, within 7 days of BHEL comments. However, total time for Document submission and approval shall not exceed 30 days for respective party.</p> <p>Delivery is from the date of PO, accordingly, delay in submission / revision of the documents by the vendor will automatically account for to vendor. In case of delay on account of BHEL in comments / approval of the documents, the delivery shall be re-scheduled by the no of days taken by BHEL in excess to 30 days. For delay analysis cumulative no of days (including time taken in comments), shall be considered for delivery extension.</p>	
18.	<b>Liquidated Damages (LD) for late delivery</b>	<p>Liquidated Damages shall be lot wise as per clause no. 15 (iii) of General terms and conditions on GeM 4.0 (Version 1.24) as under: kindly confirm.</p> <p>"If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever".</p> <p>The date of LR would be treated as the date of delivery for penalty purposes.</p>	
19.	<b>MDCC clause</b>	<p>Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) from end customer. For issue of MDCC, vendors are required to submit all test certificates (TC) and inspection report of third party (IR) to BHEL. After review &amp; acceptance of the quality document, BHEL will forward the same to end customer for issuance of MDCC.</p> <p>MDCC shall be issued within 7 days of receipt of complete quality documents / TCs,. In case of delay in issuance of MDCC, only delivery shall be extended by no of days taken by BHEL in excess to 7 days and all other terms and conditions of PO shall remains same &amp; binding.</p> <p>In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.</p> <p>Kindly confirm.</p>	
20.	<b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b>	<p><b>The following shall amount to breach of contract:</b></p> <p>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.</p> <p>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.</p> <p>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</p> <p>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p> <p>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</p> <p>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.</p>	

		<p>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</p> <p>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.</p> <p>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.</p> <p>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.</p> <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> <p>i) Wherein the period as stipulated in the notice issued under above clause 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.</p> <p>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.</p> <p>iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p>a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>vi) 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>vii) 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>viii) 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</p>	
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21.	<b>Suspension of Business Dealings with Suppliers / Contractors:</b>	<p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>	
22.	<b>Settlement of Dispute, CONCILIATION &amp; ARBITRATION:</b> :	<p><b>Settlement of Dispute</b></p> <p>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 Officer / IEM for amicable resolution by the parties. Designated Officer / IEM 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 'CONCILIATION' Clause.</p> <p><b>CONCILIATION:</b></p> <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><b>ARBITRATION:</b></p> <p>Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided 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 and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p>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 &amp; 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</p>	

		<p>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.</p> <p>After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions (shall be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar.</p> <p>Subject to the above, the provisions of Arbitration &amp; 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 Haridwar, shall have exclusive jurisdiction.</p> <p>Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>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.</p> <p>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.</p> <p>In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned above. 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.</p>					
23.	<b>Action against Bidders / vendor / supplier / contractor in case of default:</b>	<p>In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.</p> <p>Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a>"</p>					
24.	<b>MICRO AND SMALL ENTERPRISES (MSE):</b>	<p>Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1"> <tr> <td>Type under MSE</td><td>SC/ST owned</td><td>Women owned</td><td>Others (excluding SC/ ST &amp; Women Owned)</td></tr> </table>	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)				

		<table border="1"> <tr> <td>Micro</td><td></td><td></td><td></td></tr> <tr> <td>Small</td><td></td><td></td><td></td></tr> </table> <p><b>Note:</b> If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS &amp; DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>	Micro				Small				
Micro											
Small											
25.	<b>JURISDICTION:</b>	This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.									
26.	<b>Force Majeure</b>	<p>"Force Majeure" shall mean circumstance which is: 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, Such circumstances include but shall not be limited to: i) War, hostilities , invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) 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. v) 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. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc.</p> <p>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, goslow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>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>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>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. 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>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>									
27.	<b>Cartel Formation</b>	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.									

28.	<b>Order of Precedence:</b>	In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. GeM Bid Technical Conditions of Contract (TCC) d. GeM GTC	
29.	<b>Conflict of interest:</b>	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: 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 authorize only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. 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 h) 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.	
30.	<b>Guarantee/Warranty clause</b>	Kindly confirm that Guarantee/Warranty shall be provided for a period of <b>"12 months from the date of dispatch"</b> . In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL.	
		Supplier shall be responsible for free replacement of defective equipment / material at our site	
		Deviation in Guarantee clause is not acceptable & BHEL reserve the rights to reject the offer of bidder/s offering deviation in Guarantee clause.	
31.	<b>Order Acceptance:</b>	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.	
32.	<b>Dispatch documents</b>	Following dispatch documents to be provided immediately after directly dispatch to BHEL Project site for billing purpose: <ul style="list-style-type: none"> <li>• Guarantee/Warrantee Certificates</li> <li>• E- Invoice and commercial invoice</li> <li>• GeM invoice</li> <li>• Original consignee copies of GR/LR/RR (Material shall be dispatched on door delivery basis without consignee copy)</li> <li>• Packing list</li> <li>• Original GST compliance certificate</li> <li>• E-way bill</li> <li>• MRC/POD/Receipted LR/RR/GR copy (as per proof of delivery of material at BHEL Project site)</li> </ul>	
33.	<b>Additional Conditions for</b>	BHEL reserves the right to consider / Not-consider the offers based on the evaluation of documents submitted for the Pre-Qualification Criteria (PQR).	



	<b>Assessment</b>	BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.	
<b>34.</b>	<b>Quality Requirement</b>	VENDOR TO CONFIRM FOR PROVIDING CERTIFICATE OF COMPLIANCE.	
		IN CASE, EQUIVALENT MAKE POSITIONER IS OFFERED THEN VENDOR TO CONFIRM FOR PROVIDING CERTIFICATE OF INTERCHANGEABILITY ALONG WITH CERTIFICATE OF COMPLIANCE.	

**SPECIAL NOTE FOR BIDDERS:**

- a. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
- b. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.
- c. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
- d. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- e. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- f. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.
- g. If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.
- h. In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of GeM bid, delivery extension on pro-rata basis shall be given for supply of these additional quantity.

Following documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.

1. Please submit replica of Price schedule (without prices) showing "quoted" in place of price along with techno-commercial bid (Part-I).
2. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Additional Terms & Conditions (ATC)" and its clause wise supporting documents where required.
3. Please submit signed & stamped copy (each page) for qualifying PQR with proper filled information and related supporting documents as mentioned in PQR.
4. Please submit certificate of Minimum local content as specified in the Make In India Certificate of the tender

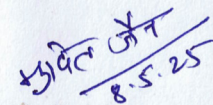
Pre-Qualification Requirements (PQR) for  
**SMART POSITIONER WITH POSITION TRANSMITTER FOR LEAK STEAM VALVE**

Material code no. 1.      W99318102100

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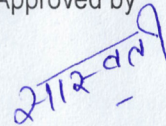
- 1) Bidder shall be manufacturer or supplier of Valve Actuator accessories -Solenoid Valve, Limit switch, position transmitter, positioner of any reputed make.
- 2) The Vendor should have supplied Solenoid Valve, Limit switch, position transmitter, positioner of total PO value of at least Rs. 50,000 in last 5 years from date of enquiry  
In support of point 1) and 2) vendor to provide PO copies (Value of any one PO shall not be of less than Rs. 10000 for calculation of total PO value of atleast Rs 50,000.)
- 3) Bidder has to confirm to supply the item covered in BHEL Specification for the given make and model. Bidder shall clearly specify details of offered item in their offer.

Prepared by

  
8.5.25

Mudit Jain  
Mgr / CIE

Approved by



Saswati Srivastava  
AGM/ CIE

**PROJECT: 250 /500/660/700/800 MW PROJECT**

**DATE: 28.02.2025, REV05**

**ITEM: SMART POSITIONER FOR SEAL STEAM & LEAK STEAM CONTROL VALVE**

**ADDENDUM TO DRAWING NO:**

**APPLICATION: STEAM TURBINE**

**ADDITIONAL SPECIFICATION:**

1.0 **SCOPE:** This specification is intended to cover the requirements of Smart positioner for Pneumatic actuator of control valve.

2.0 **ELECTRICAL:**

- 2.1 Input signal shall be 4-20 mA from control system with Hart signal super- imposed.
- 2.2 Power supply: loop powered.
- 2.3 Valve position sensing to be provided, non-contact type, 4-20 mA for control system.

3.0 **ENVIRONEMENT:**

- 3.1 Operating temp shall be 0 to 70 degree C.
- 3.2 Humidity: 0-95%
- 3.3 Protection class shall be IP-65 minimum.

4.0. **SOFTWARE CONFIGURATION DIAGNOSTIC:**

- 4.1 Windows 2000/NT based software. Software shall meet the requirement for configuration, diagnostics, calibration and testing of the actuator. However, Software package for advanced diagnostic features is not required.
- 4.2 It shall be SMART and should have advanced diagnostic features like Travel Counter on line partial closure test, valve signature analysis, step response test, valve friction/jamming detection. The Positioner shall be advanced diagnostic compatible.
- 4.3 Factory valve signature tests reports (PR vs valve travel and Travel vs IP signal shall be provided.

5.0 **CONFIGURATION/OPERATING MODES:**

- 5.1 Calibration: Remote calibration, auto & manual calibration shall be possible.
- 5.2 Operating range: Full range & split range signal range.
- 5.3 Valve action: Direct & reverse valve action.
- 5.4 Flow characterization possible to fit valve linear, equal percentage.



## **6.0 FAIL SAFE**

6.1 In case control signal 4 – 20 mA DC fails, (Pneumatic supply in OK condition, the valve will move to the default Fail safe position (Fail Close --- for Leak as well as seal steam valves).

In case Pneumatic signal fails, control signal (4 – 20 mA DC) in OK condition, then Air inside the Actuator will be Locked by Air Lock Relay, thus Fail Lock condition will be achieved i.e. Last Position hold prior to Failure of Air supply.

## **7.0 PERFORMANCE:**

7.1 Characteristic deviation shall be  $\leq 0.5\%$  of SPAN.

7.2 Ambient temp. effect shall be  $\leq 0.01\%$  Deg. C or better.

## **8.0 ACCESSORIES:**

8.1 In built operator panel display with push buttons for configuration and display on the positioner itself (password/hardware Lock).

8.2 Air filter regulator to be provided.

8.3 Press Gauge Block for supply & output pressure, filter regulator other accessories shall be provided as on required basis for making system complete.

8.4 Junction Box to be provided. Junction Box Specification -18 Ways, ½” NPT 3 Nos. Cable entry. Weather Proof IP 65 Min.

8.5 Cable glands to be provided. Cable gland specification-Double Compression SS 304(Weather Proof IP 65)

8.6 Position transmitter whether integral part of positioner or not: To be specified by vendor.

## **9.0 DOCUMENTS TO BE PROVIDED:**

9.1 Datasheet including positioner model and make, Hook –up diagram to be complete input/output signals duly terminated onto JB.

## **10.0 PACKING:**

10.1 The positioner shall be loosely supplied in the main package with proper identification along with all fittings for mounting on the main valve and cables for termination to the Junction Box.

10.2 The Packing should be seaworthy (with silica gel) to avoid ingress of Moisture.

- 10.3 The positioner shall be packed in separate wooden box/compartment to avoid breakage.
- 10.4 Proper Labeling such as item name “Positioner”, “P.O.” etc. shall be clearly indicated on the wooden Box for identification in case of misplacement.
- 10.5 Two sets of Mounting and Calibration Instruction manual shall be sent along with the positioner.
- 10.6 O&M manual for mounting and calibration of positioner shall be submitted along with the offer.

Prepared:  
(Mudit Jain) Sd/-  
(CIE)

Checked:  
(Saswati) Sd./-  
(CIE)

Approved:  
(Vinod Kumar) Sd./-  
(CIE)