

BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS

ITEM NAME: Proximity Switch, RTD, Differential Pressure Switch for HPSU, AC Motor for LPBP, Temperature transmitter for LPBP & Position Transmitter for LPBP CV

PROJECT: Kothagudem, Sagardighi, Barh , Bhadadri, & Ennore

1.SCOPE OF ENQUIRY:

E-bids on GeM portal are invited from bidders for the supply of Proximity Switch, RTD, Differential Pressure Switch for HPSU, AC Motor for LPBP, Temperature transmitter for LPBP & Position Transmitter for LPBP CV for Kothagudem, Sagardighi, Barh , Bhadadri, & Ennore, projects as per requirement mentioned below:

ITEM-NO	MATERIAL CODE & ITEM DESCRIPTION	QTY.	UNIT	PROJECT NAME & Consignee address	DATE FOR SUPPLY COMPLETION
1.	W99318145659 DRG: 418145C9052 REV:00 AC MOTOR <5KW SPEC: ST47050 REV: 00	1	NO	SAGARDIGHI UNIT-5:660MW SPARES Consignee address; DEPUTY GENERAL MANAGER (I/C-PROJECTS) SAGARDIGHI THERMAL POWER PROJECT, P.O.-MANIGRAM, DIST.- MURSHIDABAD, PIN-742237 WEST BENGAL, INDIA	30 days from the date of PO
2.	W99318145306 DRG: 418145C9052 REV:00 TEMPERATURE TRANSMITTER FOR LPBP HPSU	1	NO	BHADRADRI TPS U-1:270MW Mand. Spares Consignee address;	30 days from the date of PO
3.	W99318145381 DRG: 418145C9052 REV:00 POSITION TRANSMITTER FOR LPBP CV	01	NO	ASSISTANT DIVISIONAL ENGINEER STORES & SERVICES BTPS RAMANUJAVARAM DISTT-BHADRADRI KOTHAGUDAM TELANGANA-507117	
4.	W99318146230 DRG: 418000C8052 REV:00 PROXIMITY SWITCH FOR MAIN HPSU	01	No	KOTHAGUDEM SPARES THE DIVISIONAL ENGINEER(STORES CONSTRUCTION DIVISION KOTHAGUDEM TPS ST-VII,PALONCHA KHAMMAM DIST 507115,TELANGANA	30 days from the date of PO
5.	W99318146140 DRG: 418000C8052 REV:00 PRESSURE SWITCH FOR MAIN HPSU	01	No	BARH SPARES CONSIGNEE'S ADDRESS-	30 days from the date of PO
6.	W99318146213 DRG: 418000C8052 REV:00 RTD FOR MAIN HPSU	02	Nos	MANAGER STORE (BARH STPP)	
7.	W99318146230	01	No	BARH SUPER THERMAL POWER PROJECT, PO.	

	DRG: 418000C8052 REV:00 PROXIMITY SWITCH FOR MAIN HPSU			BARH, DISTT-PATNA, PIN 803213 SHUSHIL KUJUR-9437961743 06132-240011/12/13	
8.	W90318146061 DRG: AS PER INDENT REV:00 DIFFERENTIAL PRESSURE SWITCH CUM GAUGE	3	Nos	ENNORE SPARES CONSIGNEE'S ADDRESS SE PROJECTS ENNORE SEZ STPP TAMIL NADU POWER GEN. CO. LTD. CHENNAI 600120 STATE TAMILNADU	30 days from the date of PO
9.	W90318146053 DRG: AS PER INDENT REV:00 PROXIMITY SWITCH (LEAKAGE DETECTOR)	2	Nos		

2.BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS IN ADDITION TO GTC

Sl. No.	Terms	Description	Supplier confirmation
1.	Make in India Clause	<p>"For this procurement, the local content to categorize a supplier as a Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier and purchase preference to Class-I Local Supplier, is as defined in Public Procurement (Preference to Make in India), Order-2017 Ref. No. P-45021/2/2017-PP (BE-II) dtd. 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 this NIT, but before opening of Part-II bids against this NIT</p> <p>As per Make in India Order, only Class-I and Class-II local supplies are eligible to bid in this tender enquiry.</p> <p>For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in the Make In India Declaration Certificate of the tender.</p>	
2.	Documents Checklist:	<p>Please submit signed and stamped copy of your offer on each page along with following documents;</p> <ul style="list-style-type: none"> • Buyer Specific T&C. • Technical PQR & its supportive document. • Technical drawing & purchase specification. • Quality plan. • Certificate/self-certification for minimum local content as per PPP-MII order. • Replica of price bid schedule without prices with part-I offer. 	
3.	Compliance of GTC on GeM	General Terms and Conditions on GeM 4.0 GeM 4.0 (Version 1.23) Dtd 05.03.2025 or it's latest revision of GeM portal shall be applicable against this enquiry. Kindly confirm to compliance the same for this tender.	
4.	Pre-Qualification Requirements	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.	Compliance of Rule 144 (xi) of GFR 2017	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.	

6.	Bid validity/ Validity of offer	<p>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.</p> <p>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.</p>									
7.	Firm & Fixed Prices	Kindly confirm that prices will remain firm and fixed during the entire validity and execution of the project.									
8.	Prices/Basis of Quotation	<p>Kindly confirm to quote your price inclusive of Packing, forwarding, Freight & GST for Total quantity on GeM portal.</p> <p>Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.</p> <p>The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Please note that, if you dispatch the material by any BHEL un-approved transporter then you will necessarily be required to furnish the MRC (Material Receipt Certificate) from respective Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.</p>									
9.	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									
10.	Evaluation criteria	Evaluation will be done on the basis of total landed cost to BHEL, taking all material codes with total cost involved for delivery up to each BHEL project site basis (i.e. evaluation on consignee basis)									
11.	Evaluation Currency	The evaluation currency for this tender shall be INR.									
12.	Payment terms:	<p>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).</p> <table><tr><th>Type of Bidder</th><th>Payment Terms (Number of Days)</th></tr><tr><td>Micro & 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> <p>The Payment terms are subject to receipt of non-discrepant document from supplier.</p>	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
Type of Bidder	Payment Terms (Number of Days)										
Micro & Small Enterprises (MSEs)	45 days										
Medium Enterprises	60 days										
Non MSME	90 days										
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.	Delivery Period	<p>Please note that BHEL's Delivery requirements are mentioned in point no 1 of above.</p> <p>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>	
16.	Liquidated Damages (LD) for late delivery	<p>Liquidated Damages shall be lot wise as per clause no. 15 (iii) of General terms and conditions GeM 4.0 (Version 1.23) Dtd 05.03.2025 as under:</p> <p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be. Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor..</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/PO, the Buyer/BHEL 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>Kindly confirm the same.</p>	
		The date of LR would be treated as the date of delivery for penalty purposes.	
17.	Technical Requirement :	<p>Kindly confirm the following project & item specific technical requirements'</p> <p>a. For Sagardighi project (BHEL mcode W99318145659);</p> <p>i. The item should match or be equivalent to 0.37KW ,3 phase,415V,AC motor ,IE3, 4 pole , IP55,RAL7032 color SIEMENS INDIA make.</p> <p>ii. Material should be packed properly inside sealed transparent plastic bags clearly marked on the outside of packing with its description and then packed in green colored boxes & proper labelling like PO should be marked on box"Mandatory Spare LPBYPASS HWR "should be mentioned on each side of packing box in bold letters.</p> <p>b. For Bhadadri project (BHEL mcodes W99318145306) ;</p> <p>i. The items should be of Hydac make or equivalent, model no. ETS3866-3-000-000 with TFP100 1 switching output and 1 analogue output electrical male connection M12X1, 4 POLE.</p> <p>ii. Material should be packed properly inside sealed transparent plastic bags clearly marked on the outside of packing with its description and then packed in green colored boxes & proper labelling like PO should be marked on box"Mandatory Spare LPBYPASS HWR "should be mentioned on each side of packing box in bold letters.</p> <p>c. For Bhadadri project (BHEL mcodes W99318145381)-</p>	

	<p>i. The items should be of Balluff make or equivalent, model no. BTL7-E170-M0200-B-S32.</p> <p>ii. Material should be packed properly inside sealed transparent plastic bags clearly marked on the outside of packing with its description and then packed in green colored boxes & proper labelling like PO should be marked on box "Mandatory Spare LPBYPASS HWR" should be mentioned on each side of packing box in bold letters.</p> <p>d. For Kothagudem project (BHEL mcode W99318146230);</p> <p>i. Model code of proximity switch to be supplied shall be "CCN15-30GS60-E2-V1" of make "Pepperl+Fuchs" or its equivalent w.r.t mounting of sensor.</p> <p>ii. Items shall be supplied as per specification drawing no. 418000C8052 rev00.</p> <p>iii. All items shall be packed and supplied in a wooden box with steel strips painted with green color. Packing box shall be pasted with packing list and marked respective KKS tags of main item against which this spare is supplied.</p> <p>iv. KKS tags to be punched on respective steel tag plates (60mmx20mm) for item with material codes as follows: W99318146230 - MAX01CL011</p> <p>e. For Barh project (BHEL mcode W99318146140);</p> <p>i. Items shall be supplied as per specification drawing no. 418000C8052 rev00.</p> <p>ii. All items shall be packed and supplied in a wooden box with steel strips painted with green color.</p> <p>iii. Packing box shall be pasted with packing list and marked respective KKS tags of main item against which this spare is supplied. KKS tags to be punched on respective steel tag plates (60mmx20mm) for item with material code as follows: W99318146140 - MAX01CP004</p> <p>iv. An additional blank SS-tag plate (60x20mm) to be provided against all items.</p> <p>v. Model code of PRESSURE SWITCH : SERIES 20, MODEL CODE 180-11-15 MAKE: NORGREN HERION , R no. - R983028243</p> <p>f. For Barh project (BHEL mcode W99318146213);</p> <p>i. Items shall be supplied as per specification drawing no. 418000C8052 rev00.</p> <p>ii. All items shall be packed and supplied in a wooden box with steel strips painted with green color.</p> <p>iii. Packing box shall be pasted with packing list and marked respective KKS tags of main item against which this spare is supplied. KKS tags to be punched on respective steel tag plates (60mmx20mm) for item with material code as follows: W99318146213 - MAX01CT001</p> <p>iv. An additional blank SS-tag plate (60x20mm) to be provided against all items.</p> <p>v. MAKE and model of RTD assembly with Thermowell is TR10-H+TW50 and Wika supplied in Barh project.</p> <p>g. For Barh project (BHEL mcode W99318146230);</p>	
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		<p>i. Items shall be supplied as per specification drawing no. 418000C8052 rev00.</p> <p>ii. All items shall be packed and supplied in a wooden box with steel strips painted with green color.</p> <p>iii. Packing box shall be pasted with packing list and marked respective KKS tags of main item against which this spare is supplied. KKS tags to be punched on respective steel tag plates (60mmx20mm) for item with material code as follows: W99318146140 - MAX01CL011</p> <p>iv. An additional blank SS-tag plate (60x20mm) to be provided against all items.</p> <p>v. Model code of proximity switch for HPSU (BARH) to be supplied shall be "B CS M30B4M2-PPM20C-S04G" of make "BALLUFF SIESENSORIK" with R no. R983028212 or its equivalent w.r.t mounting of sensor.</p> <p>h. For Ennore project (BHEL mcode W90318146061);</p> <p>i. All items shall be packed and supplied in a wooden box with steel strips painted with green color.</p> <p>ii. Packing box shall be pasted with packing list and marked respective KKS tags of main item against which this spare is supplied. KKS tags to be punched on respective steel tag plates (60mmx20mm) for item with material code as follows: W90318146061- MAA11CP501</p> <p>iii. An additional blank SS-tag plate (60x20mm) to be provided against all items.</p> <p>iv. Model code Model code of DPS CUM GAUGE for EHA (Ennore) to be supplied shall be DRUCKFILTER "HSA 99-28086-ZA/V00-DF60P" & make "Rexroth" or its equivalent w.r.t mounting of sensor</p>	
18.	Technical Document/ Drawing approval conditions	<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>	
19.	IP address	In case where the technical bid and or financial bid, IP address on bidder is found to be the same as the technical bid IP address of other bidders, all such bidders shall be disqualified from the tender process & shall not be considered for further evaluation.	
20.	Action against Bidders / vendor / supplier / contractor in case of default:	<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 "https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors"</p>	
21.	MDCC clause	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	

		<p>report of third party (IR) to BHEL. After review & 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 & 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>	
22.	Guarantee/Warranty clause	<p>A. For Sagardighi project :</p> <p>Guarantee/Warranty: 18 Months from the date of commissioning or 36 months from the date of shipment, whichever is earlier, kindly confirm.</p> <p>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. kindly confirm.</p>	
		<p>B. For Kothagudem project “</p> <p>Warranty Period shall be 24 Months from the date of shipment. kindly confirm.</p> <p>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. kindly confirm.</p>	
		<p>For Bhadadri project</p> <p>Guarantee/Warranty: 12 Months from the date of commissioning or 18months from the date of supply , whichever is earlier, kindly confirm.</p> <p>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. kindly confirm.</p>	
		<p>For Barh project</p> <p>Warranty Period shall be 24 Months from the date of shipment. kindly confirm.</p> <p>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. kindly confirm.</p>	
		<p>For Ennore project</p> <p>Warranty Period shall be 24 Months from the date of shipment. kindly confirm.</p> <p>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. kindly confirm.</p>	

23.	Order Acceptance :	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance is not received within 15 days of order placement, PO deemed to be accepted by you.	
24.	Beneficiary of PO	Kindly confirm on whom the PO will be placed in the event of ordering.	
25.	Additional Conditions for Assessment	BHEL reserves the right to consider / Not-consider the offers based on the evaluation of documents submitted for the Pre-Qualification Criteria (PQR).	
		BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.	
26.	Quality Requirement	Kindly confirm the follow quality requirement of each project covered in the tender; A.For Sagardighi project; INSPECTION SHALL BE DONE AS PER CUSTOMER APPROVED QP FOR MAIN SUPPLY. IN CASE THE ITEM DOES NOT APPEAR IN THE MAIN SUPPLY QUALITY PLAN .THEN VENDOR TO SUBMIT TC/COC FOR THE SAME, KINDLY CONFIRM.	
		B.For BARH project KINDLY CONFIRM TO PROVIDE TEST CERTIFICATES/CERTIFICATE OF COMPLIANCE ALONG WITH CERTIFICATE OF 100 % INTERCHANGEABILITY FOR MDCC.	
		C. For ENNORE project KINDLY CONFIRM TO PROVIDE TEST CERTIFICATES/CERTIFICATE OF COMPLIANCE ALONG WITH CERTIFICATE OF 100 % INTERCHANGEABILITY FOR MDCC.	
		D. D. For KOTHGUDEM project VENDOR TO PROVIDE TEST REPORTS ALONG WITH CALIBRATION CERTIFICATE AND 100% INTERCHANGEABILITY CERTIFICATE.FOR MDCC.	
		Inspection charges will be borne by BHEL. All coordination with third party inspection agency shall be done by the supplier only. Inspection call to third party inspection agency may be raised directly by the supplier; however 15 days are to be provided for deputation of representative of third party inspection agency for inspection.	
27.	Dispatch documents	Following dispatch documents to be provided immediately after directly dispatch to BHEL Project site for billing purpose: <ul style="list-style-type: none"> • Guarantee/Warrantee Certificates • E- Invoice and commercial inv • GeM invoice • Original consignee copies of GR/LR/RR (Material shall be dispatched on door delivery basis without consignee copy) • Packing list • Original GST compliance certificate • MRC/POD/Receipted LR/RR/GR copy (as per proof of delivery of material at BHEL Project site) 	
28.	BREACH OF CONTRACT, REMEDIES AND TERMINATION:	<p>The following shall amount to breach of contract:</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</p>	

quality.

IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.

V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.

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.

VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

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.

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.

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.

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. 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.

Remedies in case of Breach of Contract.

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.

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.

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:

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.

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>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 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>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p>	
29.	Suspension of Business Dealings with Suppliers / Contractors:	<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 www.bhel.com.</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 www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p>	
30.	Settlement of Dispute, CONCILIATION & ARBITRATION	<p>Settlement of Dispute</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</p>	

'CONCILIATION' Clause.

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.

ARBITRATION:

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.

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 & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

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.

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

The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar.

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

		<p>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>	
31.	CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS	<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; 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> <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal, - <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>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. "</p>	

32.	MICRO AND SMALL ENTERPRISES (MSE):	<p>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.</p> <table border="1" data-bbox="443 184 1372 352"> <tr> <th>Type under MSE</th><th>SC/ST owned</th><th>Women owned</th><th>Others (exclud SC/ ST & Wor Owned)</th></tr> <tr> <td>Micro</td><td></td><td></td><td></td></tr> <tr> <td>Small</td><td></td><td></td><td></td></tr> </table> <p>Note: 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 & 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>	Type under MSE	SC/ST owned	Women owned	Others (exclud SC/ ST & Wor Owned)	Micro				Small				
Type under MSE	SC/ST owned	Women owned	Others (exclud SC/ ST & Wor Owned)												
Micro															
Small															
33.	JURISDICTION:	<p>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.</p>													
34.	Force Majeure	<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</p>													

		<p>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>	
35.	Cartel Formation	<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>	
36.	Order of Precedence:	<p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. Buyer Added Bid Specific ATC GeM Bid Technical Conditions of Contract (TCC) GeM GTC 	
37.	Deviation: (if any)	<p>Kindly confirm that there is no deviation with respect to BHEL Specifications. However, if there is any deviation with respect to the tender documents then the same should be brought out specifically in separate annexure marked Deviations (Technical/Commercial).</p>	

SPECIAL NOTE FOR BIDDERS:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.