BHARAT HEAVY ELECTRICALS LIMITED , Heavy Electrical Equipment Plant Ranipur, Haridwar – 249 403 (UA), India



<u>Tender Enquiry ref</u>. B/4180/2024/4330/V1 for the requirement of RTD AND Bearing for CFP motor of main HPSU for KRISHNAPATNAM project

LIST OF ENCLOSURES

	<u>Document</u>	Number of pages
1.	PRE-QUALIFICATION REQUIREMENT	01
2.	BUYER SPECIFIC TERMS & CONDITIONS OF TENDER	13
3.	CUSTOMER APPROVED QP	03
4.	ANNEXURE-I	01
5.	DOC NO 418000E7052 Rev.00	01
6.	DOC NO 418000C8052 REV.01	02
	TOTAL PAGES	21

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BHARAT HEAVY ELECTRICALS LIMITED, HARIDWAR

Control & Instrumentation Engineering (CIE)

PRE-QUALIFICATION REQUIREMENT

Brief Description- RTD and Bearing for Steam Turbine Applications

DOCUMENT NO.

CIE/RTD/PQR_Krishnapatnam

Dt: 18.03.25

Indent No.

20244330 Rev 00

Applicable Item:

RTD for HPSU tank and bearing of Control Fluid motor (22KW)

SR. NO.	PRE-QUALIFICATION REQUIREMENTS	VENDOR RESPONSE
1.	The bidder should be the Manufacturer/ Authorized supplier/stockist for RTD and bearings of motors and shall offer the items as following: 1) RTD of model TR10-B-ZZZZ-24HM-BZ1A-ZZ-1F1-150-0585-60R-Z-CZ CERT31-EG3B-AC (Wika make) OR equivalent 2) Bearing for motor of model code M2BAX180MLB4 3GBA 182 420-BDCIN (ABB make) OR equivalent Vendor to submit experience details (manufacturing/supplying/ support after sales) for supply of RTDs/ Bearings including supply of at least 3 items in last 3 (Five) years. Vendor to submit unpriced copy of Purchase Order (s)/ relevant document in support of this clause.	3
2.	The party shall have necessary arrangement/tie-up for providing services after sales for providing necessary assistance to BHEL, in case of requirement. Party to confirm.	
3.	BHEL reserve the right to verify the information submitted by bidder. In case the information found to be false /incorrect, the offer shall be rejected. Bidder to confirm.	

Worked by	Approved by
	SSingh 103/25
Nitin	Sheetal Singh
Manager	Sheetal Singh Sr. Manager

BHEL Ref. No.: B/4180/2024/4330/GeM

BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS ITEM NAME: RTD & BEARING FOR CFP MOTOR FOR MAIN HPSU PROJECT: KRISHNAPATNAM

1. SCOPE OF ENQUIRY:

E-bids on GeM portal are invited from bidders for the supply of RTD & BEARING FOR CFP MOTOR FOR MAIN HPSU for KRISHNAPATNAM as per requirement mentioned below:

SI. No.	Material Code & Item Description	quantity	Delivery schedule
1	W99318146213 DRG: 418000C8052 REV:00 RTD FOR MAIN HPSU	05 NOS	10.06.2025
2	W99318146345 DRG: 418000E7052 REV:00 BEARINGS FOR CFP MOTOR OF MAIN HPSU	03 SETS	10.06.2025

2. Project Detail:

1.Project Name	ITEMS TO BE DISPACHED DIRECTLY TO 1X800 MW KRISHNAPATNAM PROJECT
Consignee Address	DIVISIONAL ENGINEER STORES SERVICES SDSTPS STAGE I NELATURU V MUTHUKURU M SPSR NELLORE DIST ANDHRA PRADESH PIN 524347

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

SI.	Terms	Description	Supplier
No.			confirmation
1.	Documents	Please submit signed and stamped copy of your offer on each page along with	
	Checklist:	following documents;	
		Buyer Specific T&C.	
		Technical PQR & its supportive document.	
		Technical drawing & purchase specification.	
		Certificate/self-certification for minimum local content as per PPP-MII order.	
2.	Compliance of	General Terms and Conditions on GeM 4.0 (Version 1.21) Dtd 18.01.2025 or it's	
	GTC on GeM	latest revision of GeM portal shall be applicable against this enquiry. Kindly	
		confirm to compliance the same for this tender.	
3.	Pre-	The Pre-Qualification Requirements have been compiled. All the bidders should	
		ensure submission of complete details and documents as called for in these	
	Qualification	requirements. The Offers submitted by the bidders would be scrutinized with	
	Requirements	respect to Pre-Qualification Requirements first. Techno-Commercial offer of only	

		these hiddens shall be evaluated wh	a manat the Due Ovelification Descriptions	
	Did velidir/		o meet the Pre-Qualification Requirements.	
4.	Bid validity/	Please note that validity of the offer shall be 120 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal.		
	Validity of offer	Offer of bidder's having validity less than 120 days shall liable to reject. Please		
		confirm.	ss than 120 days shall hable to reject. Please	
			that offer is complete & clear w.r.t. PQR and all	
		-	dors need to extend their offer validity for the	
			BHEL's comments/clarification sought during	
			offer. In case regret by any bidder for such	
		validity extension, their offer shall li		
5.	Firm & Fixed	-	in firm and fixed during the entire validity and	
3.	Prices	execution of the project.	in thin and fixed daring the entire validity and	
6.	Prices/Basis of	• •	of packing, forwarding, Freight & GST for Total	
0.	Quotation	quantity on GeM portal.	or packing, forwarding, freight & dor for rotar	
	Quotation	· · · · · · · · · · · · · · · · · · ·	anged by BHEL. Please quote your prices	
		accordingly.	inged by Brizzi Fredse quote your prices	
		· .	Ex-Works with freight Pre-paid up to project	
		1	t be dispatched through any Bank approved	
		_	at Haridwar. The names and addresses of	
			well as BHEL are posted at our website	
		1	at, if you dispatch the material by any BHEL	
			will necessarily be required to furnish the MRC	
		(Material Receipt Certificate) from	respective Project Site for processing of your	
		invoice. No demurrage charges wou	ld be borne by BHEL.	
7.	Loading and	Vendor's scope will not cover Loadii	ng & Unloading at Final destination of delivery.	
	unloading	Unloading at final destination (i.e. B	HEL site) is in BHEL 'scope.	
		Loading and unloading at other	intermediate places due to any permitted	
		transhipment will be the responsibil		
8.	Evaluation	Evaluation will be done on the basis	of total landed cost up to BHEL project site	
	criteria			
9.	Evaluation	The evaluation currency for this ten	der shall be INR.	
	Currency			
10.	Payment	The navment shall be done after red	ceipt of Material at BHEL respective project	
	terms:		the below table from the date of receipt of	
		Material at site (i.e. MRC date).		
		Type of Bidder	Payment Terms (Number of	
		Micro & Small Enterprises	Days) 45 days	
		(MSEs)	10 00,0	
		Medium Enterprises	60 days	
		Non MSME	90 days	
			·	
		The Payment terms are subject	to receipt of non-discrepant document from	
		supplier.	·	
14	Call alaman	Call shares if any shall be seen	side ambrilla homenda Cakk alarının dirilli.	
11.	GeM charges		side only i.e. buyer's GeM charges shall be in	
		I	charges shall be on seller's account. Please	
12	Contract	confirm.	rolated guery & clarification carefully as Cata	
12.	Contract		related query & clarification carefully on GeM	
13.	execution	portal. Order shall be executed thro	ugn GeM. equirements are mentioned in point no 1 of	
13.	Delivery Period	riease note that BHELS Delivery r	equirements are mentioned in point no 1 of	

		above.	
		Early delivery w.r.t. above lot delivery will be accepted only after written	
		confirmation from BHEL. Delivery period indicated in GeM bid is only indicative and final delivery of tender	
		shall be taken as mentioned above.	
		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.	
14.	Technical	Kindly confirm he following technical requirement;	
	Requirements	Kindly offer Make and model details of these instruments are given in	
		Annexure-1(copy attached). Bidder to quote the items accordingly.	
		(copy attached). Blader to quote the items accordingly.	
		 An additional blank SS-tag plate (60x20mm) to be provided against all 	
		items.	
		RTD- MAX01CT004 abd Bearing - MAX01BB001.	
		All items shall be packed and supplied in respective 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.	
		 All bearing of motors shall be supplied as per specification drawing no. 418000C8052 and bearing as per drawing no. 418000E7052. 	
		410000C0032 and Scaring as per drawing no. 410000E7032.	
15.	Technical	Drawings/Data sheets/documents/QAP etc. as called for in the specifications shall	
	Document/ Drawing	be submitted by Vendor for BHEL/ Customer approval within 30 days of purchase order. BHEL shall approve these drawings/data sheets/ documents / QAP etc.	
	approval	within 30 days of receipt.	
	conditions	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 approval submission and approval shall not exceed 30 days for respective party.	
		and approval shall not exceed so days for respective party.	
		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.	
16.	Guarantee	Guarantee period shall be 24 months from the date of supply of items.	
	period	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.	
		BHEL reserve the rights to reject the offers having lesser guarantee period as	
Ī			
		mentioned above.	
17.	Liquidated	Liquidated Damages shall be lot wise as per clause no. 15 (iii) of General terms and	
17.	Liquidated Damages (LD) for late		

F	1		
	delivery	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".	
		The date of LR would be treated as the date of delivery for penalty purposes.	
18.	MDCC clause	Please note that, material shall be dispatched only after issue of Material dispatch	
	Wibec ciaase	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 & acceptance of the quality document, BHEL will forward	
		the same to end customer for issuance of MDCC.	
		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.	
		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.	
		Kindly confirm.	
19.	Order	Ink signed order acceptance shall be furnished within 15 days of order placement.	
	Acceptance :	In case, order acceptance do not received within 15 days of order placement, PO	
		deemed to be accepted by you.	
20.	Beneficiary of	Kindly confirm on whom the PO will be placed in the event of ordering.	
21	PO	Callanting dispatals described to be provided inspections, often dispatal, dispatals	
21.	Dispatch documents	Following dispatch documents to be provided immediately after directly dispatch to BHEL Project site for billing purpose:	
	documents		
		Guarantee Certificates	
		E- Invoice and digital signed commercial invoice	
		GeM invoice Oviginal consists of LB (Material shall be dispetated on door delivery).	
		Original consignee copies of LR (Material shall be dispatched on door delivery basis without consignee copy)	
		basis without consignee copy)	
		Packing listHSN code to be mentioned in the invoice	
		Original GST compliance certificate MDC (DOD (Docsided L.D. (DD (CD complete))) MDC (DOD (Docsided L.D. (DD (CD complete)))) MDC (DOD (Docsided L.D. (DD (CD complete)))) MDC (DOD (Docsided L.D. (DD (CD complete)))))))	
		 MRC/POD/Receipted LR/RR/GR copy (as per proof of delivery of material at BHEL Project site) 	
22.	Compliance of	Compliance to Restrictions under Rule 144 (xi) of GFR 2017:	
22.	Rule 144 (xi) of	I. Any bidder from a country which shares a land border with India will	
	GFR 2017	be eligible to bid in this tender only if the bidder is registered with the	
		Competent Authority. The Competent Authority for the purpose of this	
		Clause shall be the Registration Committee constituted by the	
		Department for Promotion of Industry and Internal Trade (DPIIT).	
		II. "Bidder" (including the term 'tenderer', 'consultant' or 'service	
		, -	
		provider' in certain contexts) means any person or firm or company,	
		including any member of a consortium or joint venture (that is an	
		association of several persons, or firms or companies), every artificial	
		juridical person not falling in any of the descriptions of bidders stated	
		hereinbefore, including any agency branch or office controlled by such	
	1	person, participating in a procurement process.	
Ī		III. "Bidder from a country which shares a land border with India" for the	

purpose of this Clause means: -

- a. An entity incorporated established or registered in such a country; or
- b. A subsidiary of an entity incorporated established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- **v.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note:

- i. The bidder shall provide undertaking for their compliance to this clause, in the format enclosed with this tender enquiry (Annexure-13).
- ii. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the

		bids.	1
23.	BREACH OF CONTRACT, REMEDIES AND	The following shall amount to breach of contract:	
	REMEDIES AND TERMINATION:	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. 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. III. The Supplier/Vendor delivers equipment/ material not of the contracted 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.	
		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:
- a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
- 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.
- 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.
- vii) It is an agreed term of contract that this amount shall be a genuine preestimate 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.
- 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.

Note:

- 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:
- (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (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.

24. Suspension of Business Dealings with

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.

Suppliers Contractors:

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.

25. Settlement of Dispute, CONCILIATIO N & ARBITRATION

Settlement of Dispute

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.

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 exclusive jurisdiction.

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.

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.

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.

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. 26. **CONFLICT OF** A bidder shall not have conflict of interest with other bidders. Such conflict of **INTEREST** interest can lead to anti-competitive practices to the detriment of Procuring AMONG Entity's interests. The bidder found to have a conflict of interest shall be BIDDERS/ disqualified. A bidder may be considered to have a conflict of interest with one or **AGENTS** 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 authorise 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, · 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. " 27. Any Bidder falling under MSE category shall furnish the following details & submit **MICRO** AND SMALL documentary evidence/ Govt. Certificate etc. in support of the same along with **ENTERPRISES** their techno-commercial offer. (MSE): Type under MSE SC/ST owned Others (excluding Women owned SC/ ST & Women Owned) Micro Small Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. 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

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		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.	
28.	JURISDICTION:	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.	
29.	Force Majeure	"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 subcontractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractors 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. 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.	
		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. 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.	
		Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. 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	
		Majeure. 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	

30.	Cartel	The Bidder declares that they will not enter into any illegal or undisclosed	
	Formation	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.	
31.	Order of	In the event of any ambiguity or conflict between the Tender Documents, the	
	Precedence:	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	
32.	Quality	Kindly note that inspection shall be done as main customer approved QP (copy	
	Requirements	attached). For items not appearing in customer approved QP , TC/COC shall be	
		submitted, kindly confirm	
		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.	

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.
- 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 technocommercial 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.

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	HYDAC (India) Private Ltd Coimbatore	ITEM	HPSU Krishnapatnam Project (1 x 800 MW)	QP No QA/BI/QP/001	TO BE FILLED BY BHEL	TO BE FILLED BY BHEL
				Date 11-Mar-19		
BHEL		Drawing No	As per BHEL approved drawing			
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1.2	Manifold Blocks	Mechanical Properties	Major	UTS, Yield & Elongation	1 Per lot	BHEL approved drawing / As per Material Stanadrd	per Material Stanadrd	TC	>	4	>	>	
1.3	Leak collection pan	Chemical composition Mechanical properties	Major	Chemical & Mechanical Test	100%	BHEL approved drawing / As per Material Stanadrd	per Material Stanadrd	TC	>	۵	>	>	
4.1	Pipes	Raw material	Major	Chemical & Mechanical Test	100%	BHEL approved drawing / As per Material Stanadrd	per Material Stanadrd	TC	>	4	>	>	
2.0	Bought out items							***************************************					
2.1	Filters #	Damage, Rust, Leakage	Major	Visual	100%	BHEL approved Bill of material	al	200	>	а	>	^	
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2.3	Level Transmitters #	Damage, Rust, Calibration, Continuity	Major	Visual, Check documents, Measurements	100%	BHEL approved Bill of material	31	CoC	>	۵	>	>	
2.4	Accumulator #	Damage,Rust,Pressure vessel	Major	Visual, Check documents	100%	BHEL approved Bill of material	18	CoC TC as per PED 97/23/EC	>	d	>	>	
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2.7	Pressure relief valve	Damage, Rust, Leakage	Major	Visual, Check documents	100%	BHEL approved Bill of material	======================================	CoC	>	۵	>	>	MEST DEVELOPMENT CONSULTANTS
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CHIEF GENERAL MANAGER
A.P. Power Development Company Ltd.
Central Excise Colony, Vijayawada-8

A.P. Power Development Company Ltd.

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		Pressure test at 270 bar for minimum 10 minutes with each pump	Major	Pressure Test	100%	HIPL-172	HIPL-1724/25- BHEL-00	TC	>	<u> </u>	_	
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MANDATORY SPARES INSTRUMENTS FOR EHA and HPSU FOR MAIN TURBINE VALVES

SI. No.	DESCRIPTION	QTY.	UNIT	MATERIAL CODE
1	CFP motor for main HPSU	1	No.	W99318146329
2	Motor for circulation pump for main HPSU	1	No.	W99318146337
3	Bearing for CFP motor for main HPSU	1	No.	W99318146345
4	Bearing of motor for circulation pump for main HPSU	. 1	No.	W99318146353

TECHNICAL REQUIREMENTS:-

- 1. ALL THE MANDATORY SPARES SHALL BE MANUFACTURED & SUPPLIED CORRESPONDING TO THE MAIN EQUIPMENT.
- 2. RTDs SHALL BE DUPLEX TYPE AND LEVEL SWITCH SETTINGS SHALL BE AS PER BHEL SPECIFICATION.
- 3. INTERCHANGEABLITY OF ALL THESE SPARES WITH THEIR RESPECTIVE PARTS AGAINST WHICH THEY ARE INTENDED FOR REPLACEMENTS, SHALL BE ENSURED BY THE SUPPLIER.
- 4. ALL THE SPARES MUST BE PACKED IN SEALED TRANSPARENT PLASTIC BAGS AND CLEARLY MARKED OR LABELED ON THE OUTSIDE OF THE PACKING WITH ITS DESCRIPTION & ASSEMBLY PART NUMBERS.
- 5. QUALITY CHECKS & TESTING NORMS/REQUIREMENTS FOR SPARES SHALL BE AS PER APPROVED QUALITY PLAN (QP) APPLICABLE FOR THE MAIN EQUIPMENT.
- 6. ASSEMBLY DRAWINGS SHALL BE FURNISHED BY THE VENDOR AGAINST ALL THE OFFERED ITEMS (IF APPLICABLE).
- 7. OFFERED ITEMS AND THEIR RELEVANT DRAWINGS SHALL BE CORRELATED WITH THE ITEMS MENTIONED IN THIS DRAWING & WITH RESPECTIVE APPROVED BOM OF MAIN EQUIPMENT DRAWING
- 8. SPARE INSTRUMENTS SHALL BE SUPPLIED IN WOODEN BOX WITH STEEL STRIPS WITH GREEN COLOUR.
- 9. PACKING BOX SHALL BE PASTED WITH PACKING LIST AND MARKED RESPECTIVE KKS TAGS OF MAIN ITEM AGAINST WHICH THIS SPARE IS SUPPLIED.

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ANNEXURE-1

Sl. No.	Material code	Description	Make & Model no.
01	W99318146213	RTD	WIKA MAKE
			RTD (PT-100-Duplex 4-Wire) : TR10-B-ZZZZ-24HM-
			BZ1A-ZZ-1F1-150-0585-60R-Z-CZ
			CERT31-EG3B-AC
02	W99318146345	Bearing for CFP motor	ASYNCHRON MOTOR,3-PHASE
			M2BAX180MLB4 3GBA 182 420-BDCIN-ABB
			Electric Motor : 22kW (30HP), 1500RPM, B5,
			3Phase, 415(+/-10%)VAC, 50(+/-5%)Hz, IP55, Class
			Insulation, TEFC, IE2
			Only bearing set is to be offered against this motor

MANDATORY SPARES INSTRUMENTS FOR EHA and HPSU FOR MAIN TURBINE VALVES

SI.	DESCRIPTION	QTY.	UNIT	MATERIAL CODE
No.				A PARAGONESSOT COMOLLEC
1	Pressure Transmitter (HPSU)	1	No.	W99318146205
2	Level Switch (HPSU)	1	No.	W99318146183
3	RTD (HPSU)	1	No.	W99318146213
4	Pressure Switch (HPSU)	1	No.	W99318146140
5	DPS (Type-1) (HPSU)	1	No.	W99318146159
6	DPS (Type-2) (HPSU)	1.	No.	W99318146167
7	DPS (Type-3) (HPSU)	1	No.	W99318146175
8	Pressure Gauge (Type-1) (HPSU)	1	No.	W99318146094
9	Pressure Gauge (Type-2) (HPSU)	1	No.	W99318146108
10	Pressure Gauge (Type-3) (HPSU)	1	No.	W99318146116
11	Pressure Gauge (Type-4) (HPSU)	1	No.	W99318146124
12	Level Gauge (HPSU)	1	No.	W99318146132
13	Proximity Switch (Oil Leakage Detector) (HPSU)	1	No.	W99318146230
14	Junction box for main HPSU instruments (HPSU)	1	No.	W99318146248
15	Coil for trip solenoid valve for EHA of HPSV (EHA)	1	No.	W99318146256
16	Coil for trip solenoid valve for EHA of HPCV (EHA)	1	No.	W99318146264
17	Coil for trip solenoid valve for EHA of IPSV (EHA)	1	No.	W99318146272
18	Coil for trip solenoid valve for EHA of IPCV (EHA)	1	No.	W99318146280
19	Coil for trip solenoid valve for EHA of OLV CV (EHA)	1	No.	W99318146299
20	Junction Box for main turbine stop valve actuator (EHA)	1	No.	W99318146302
21	Junction Box for main turbine control/overload valve actuator (EHA)	1	No.	W99318146310
22	level transmitter for main HPSU	1	No.	W99318146191
23	RTD with temp. transmitter for main HPSU	1	No.	W99318146221

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MANDATORY SPARES INSTRUMENTS FOR EHA and HPSU FOR MAIN TURBINE VALVES

TECHNICAL REQUIREMENTS:-

- 1. ALL THE MANDATORY SPARES SHALL BE MANUFACTURED & SUPPLIED CORRESPONDING TO THE MAIN EQUIPMENT.
- 2. RTDs SHALL BE DUPLEX TYPE AND LEVEL SWITCH SETTINGS SHALL BE AS PER BHEL SPECIFICATION.
- 3. INTERCHANGEABLITY OF ALL THESE SPARES WITH THEIR RESPECTIVE PARTS AGAINST WHICH THEY ARE INTENDED FOR REPLACEMENTS, SHALL BE ENSURED BY THE SUPPLIER.
- 4. ALL THE SPARES MUST BE PACKED IN SEALED TRANSPARENT PLASTIC BAGS AND CLEARLY MARKED OR LABELED ON THE OUTSIDE OF THE PACKING WITH ITS DESCRIPTION & ASSEMBLY PART NUMBERS.
- 5. QUALITY CHECKS & TESTING NORMS/REQUIREMENTS FOR SPARES SHALL BE AS PER APPROVED QUALITY PLAN (QP) APPLICABLE FOR THE MAIN EQUIPMENT.
- 6. ASSEMBLY DRAWINGS SHALL BE FURNISHED BY THE VENDOR AGAINST ALL THE OFFERED ITEMS (IF APPLICABLE).
- 7. OFFERED ITEMS AND THEIR RELEVANT DRAWINGS SHALL BE CORRELATED WITH THE ITEMS MENTIONED IN THIS DRAWING & WITH RESPECTIVE APPROVED BOM OF MAIN EQUIPMENT DRAWING.
- 8. SPARE INSTRUMENTS SHALL BE SUPPLIED IN WOODEN BOX WITH STEEL STRIPS WITH GREEN COLOUR.
- 9. PACKING BOX SHALL BE PASTED WITH PACKING LIST AND MARKED RESPECTIVE KKS TAGS OF MAIN ITEM AGAINST WHICH THIS SPARE IS SUPPLIED.

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