

# Corrigendum - 1

**POWER QUALITY  
REPORT DONE ON  
660 MW TG  
TESTING**

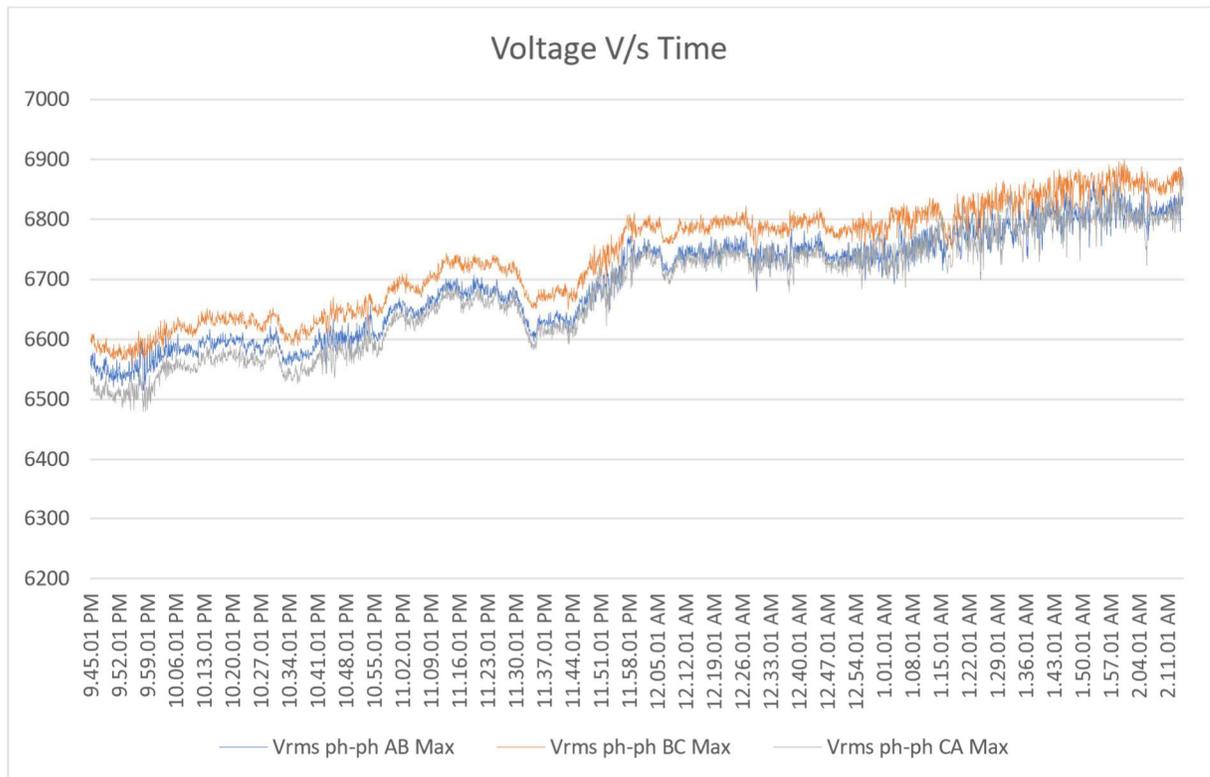
OBSERVATIONS:

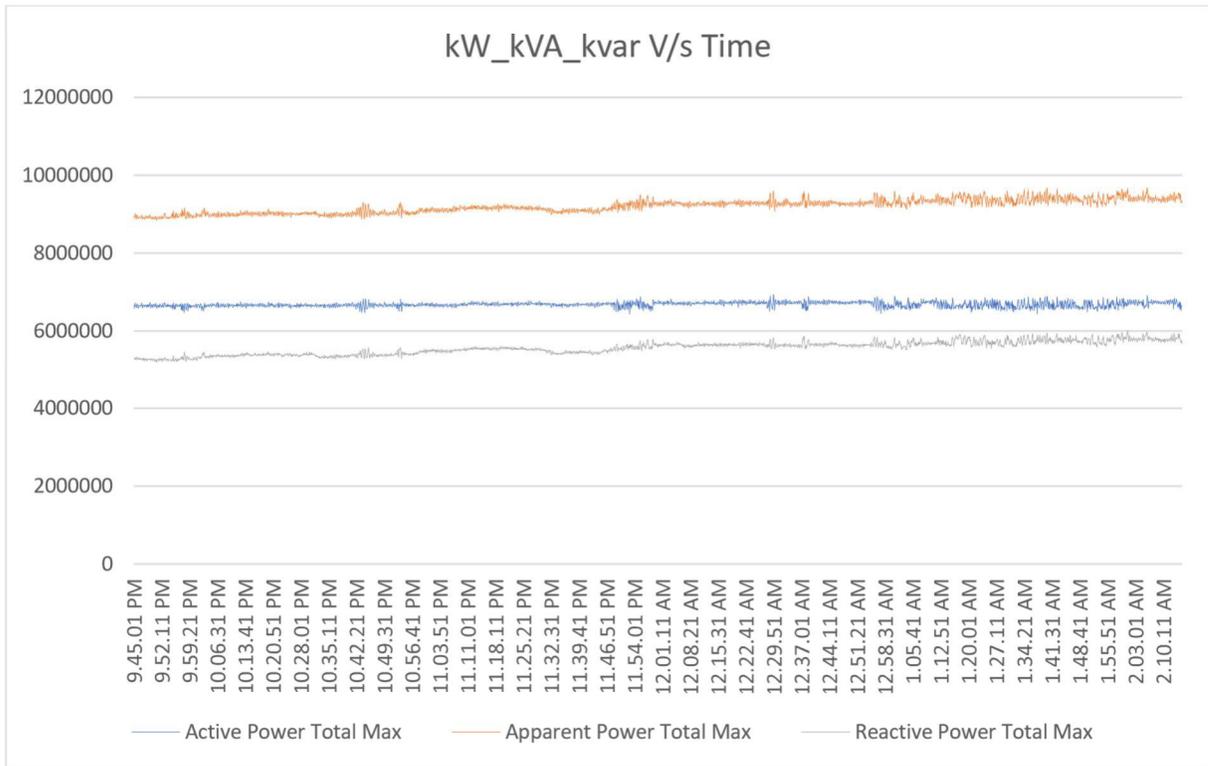
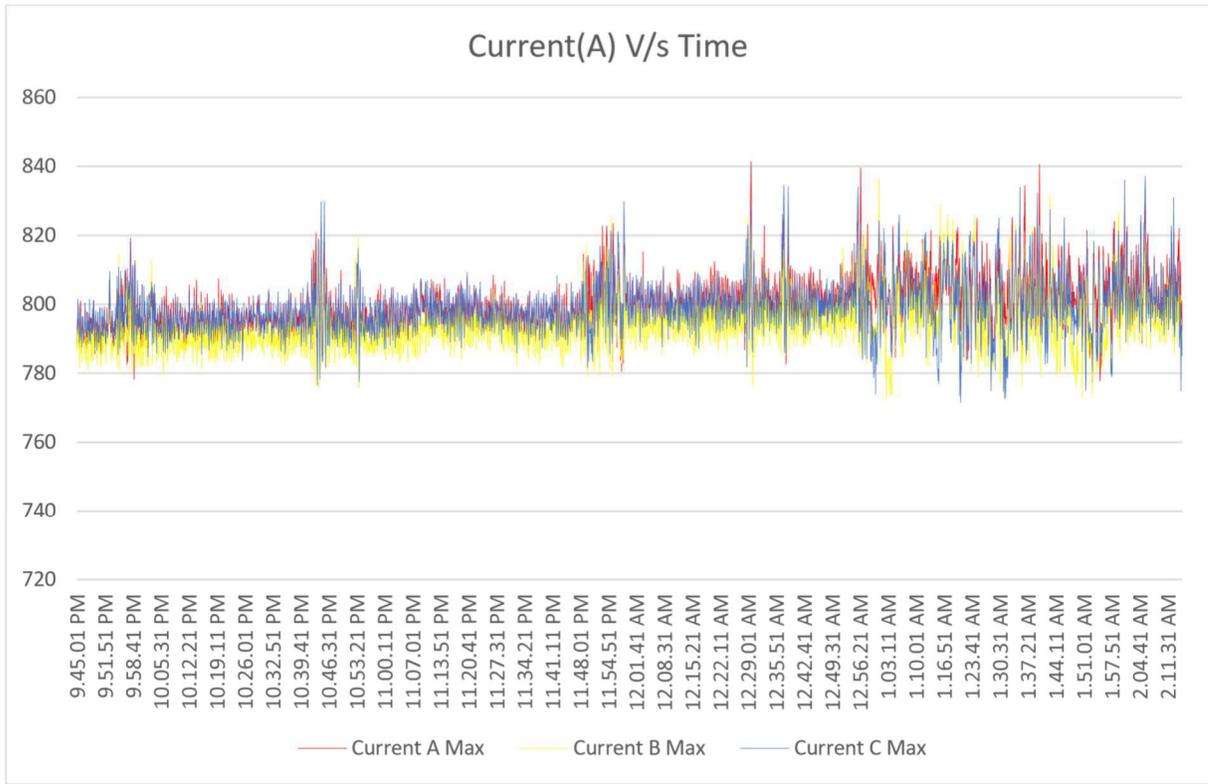
6.6 kV LCI VFD Incomer Short Circuit Heat Run Test: Turbo Generators 660 MW

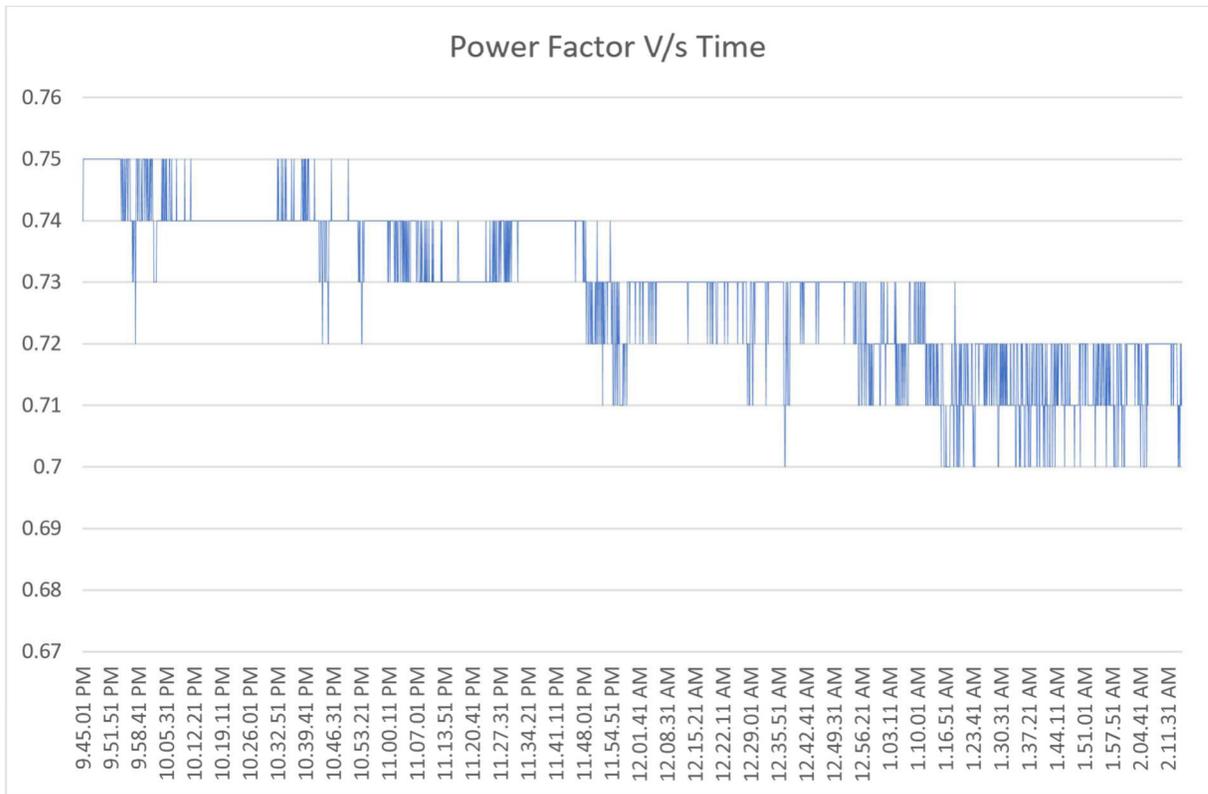
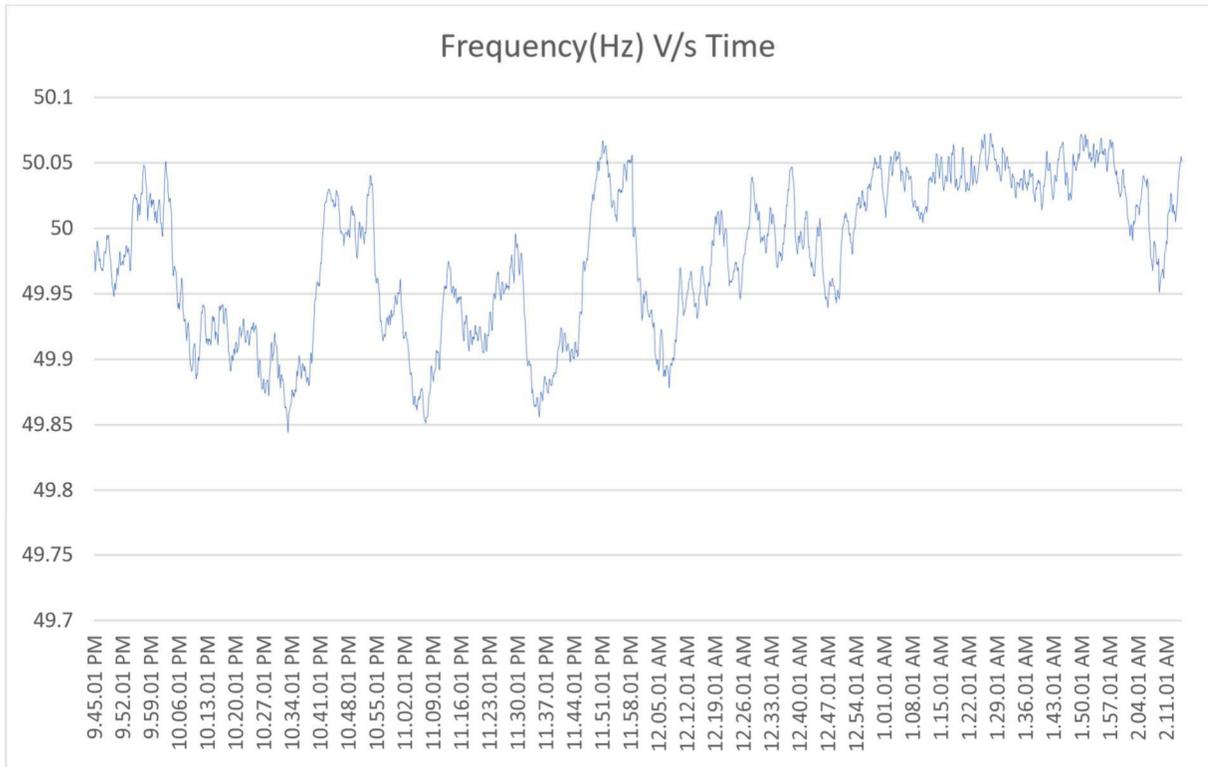
The Max. & Avg. Voltage harmonic distortions are 36.23% & 32.94 %, which is above the limits as specified by the IEEE 519-2022 standard, i.e., 5 %.

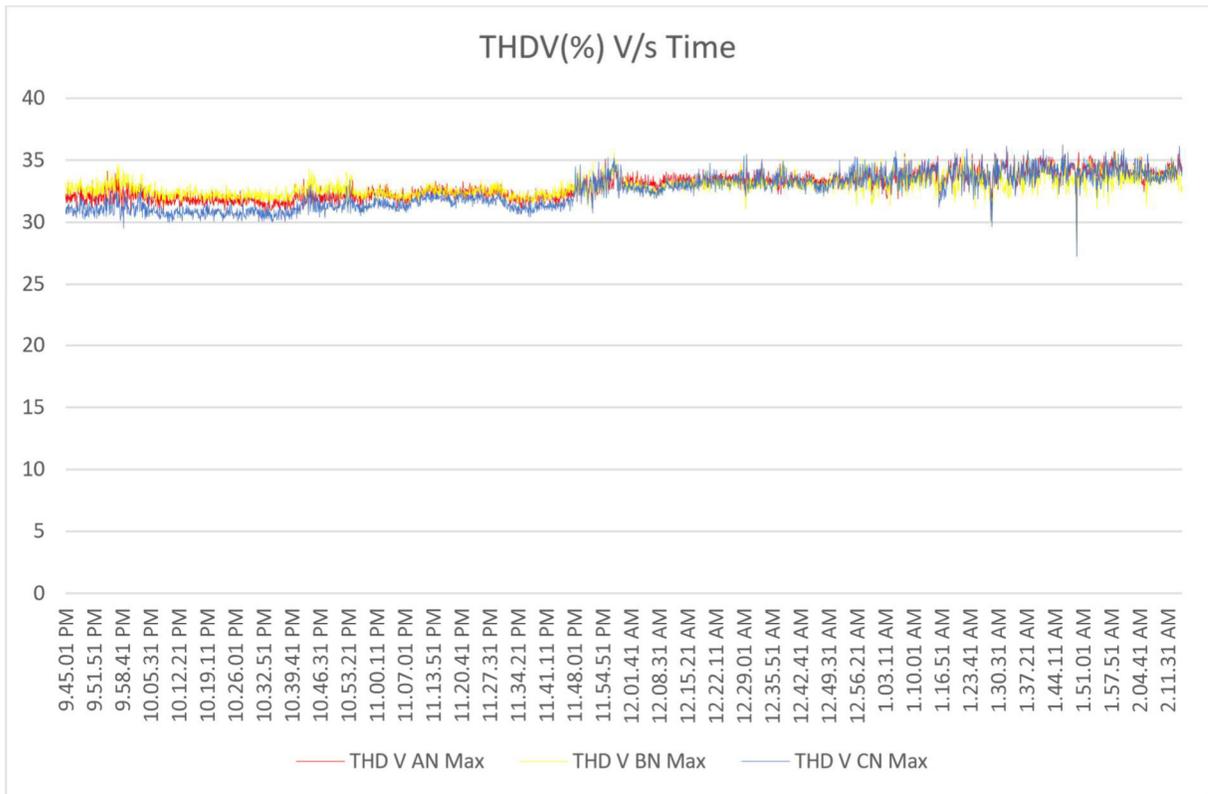
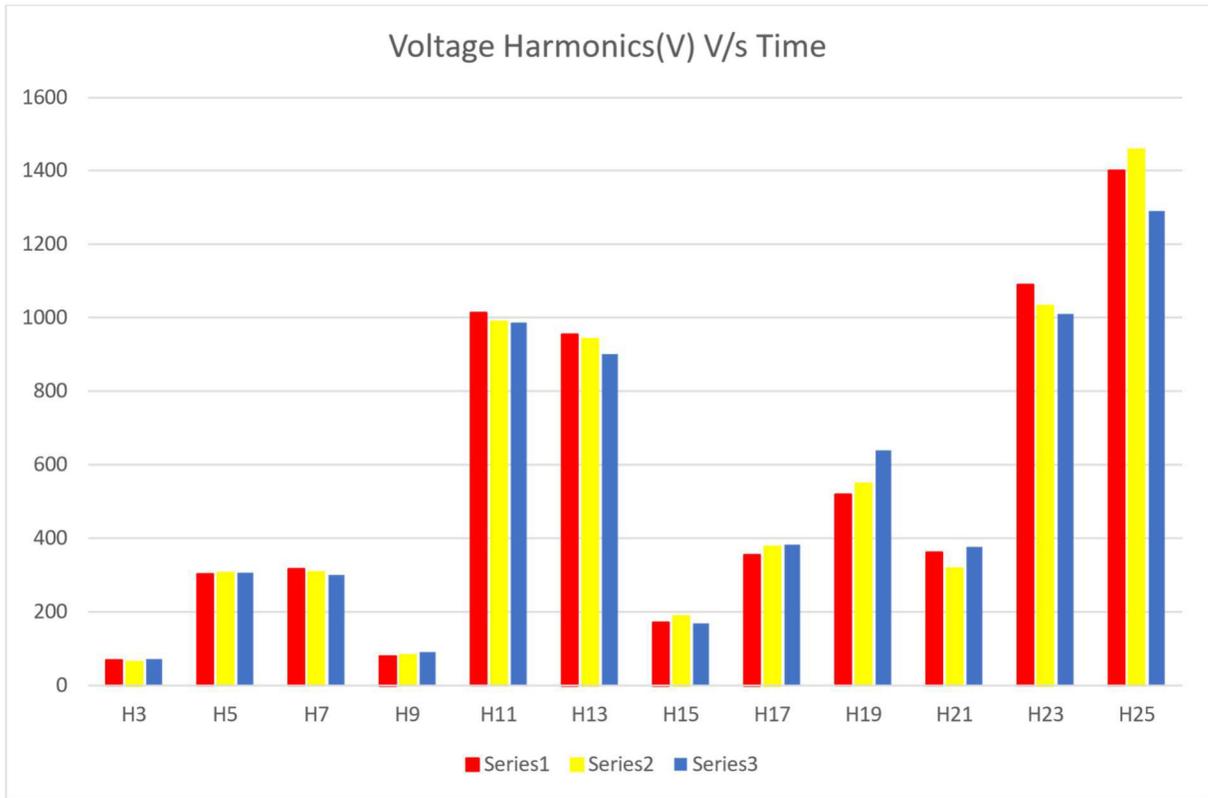
- It was observed that the active power is varying from 6429 kW to 6948 kW. The average Active power is observed as 6686.29 kW.
- The reactive power requirement is ranging from 5193 kvar to 6027 kvar. The average Reactive power is observed as 5571.16 kvar.
- The average Power factor is observed as 0.74.
- The Max & Avg. Current harmonic distortions are 12.62% & 9.98 %.

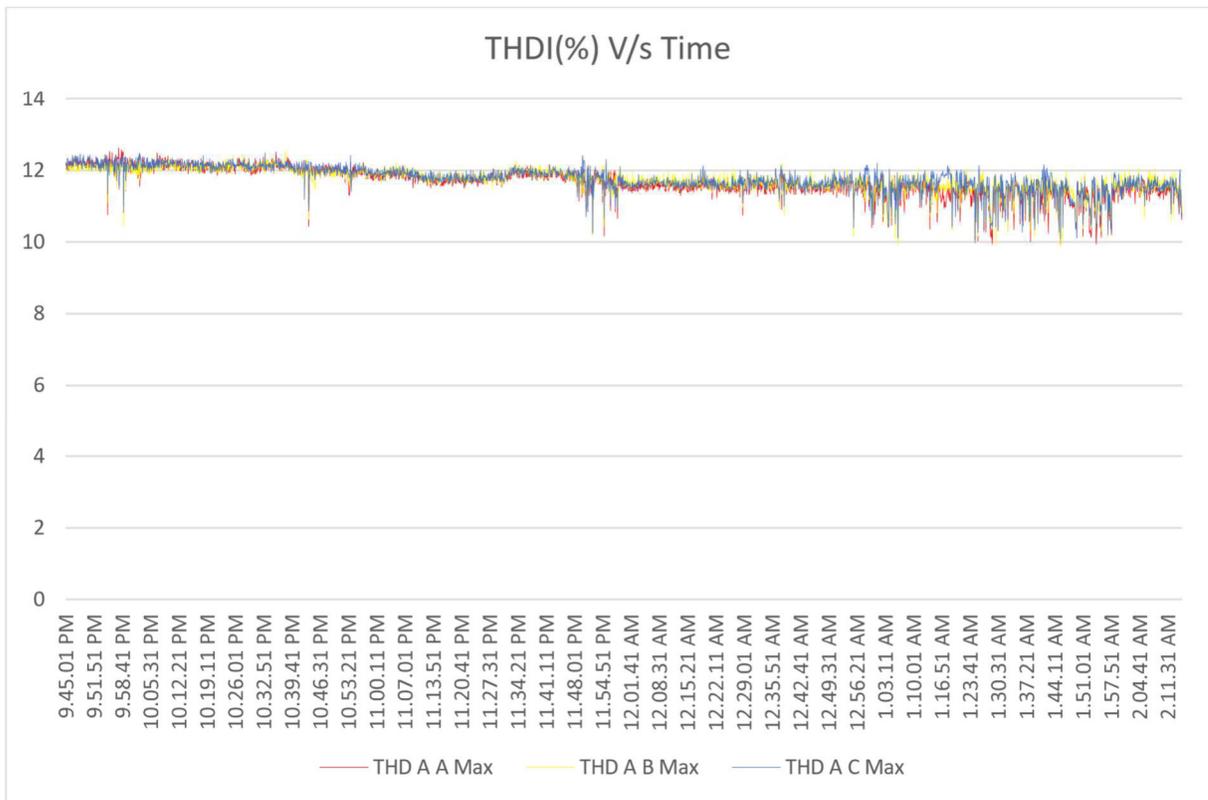
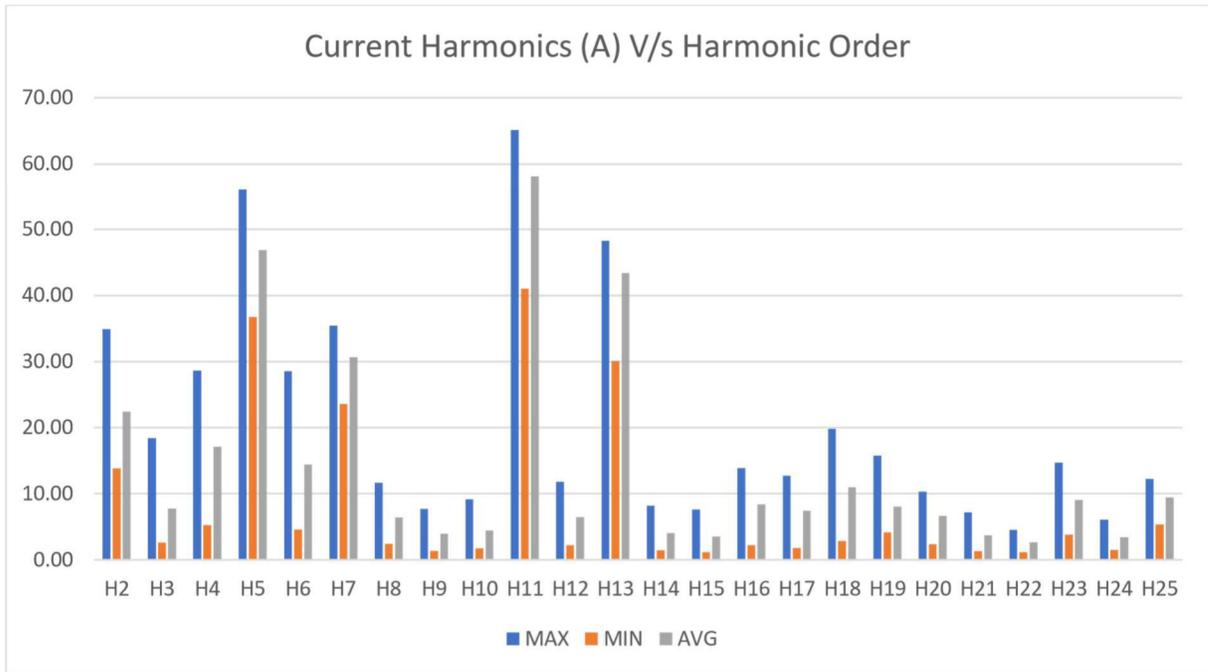
Voltage level: 6.6 KV











Harmonic Currents							
	R	Y	B		R	Y	B
H2	34.89	34.68	33.35	H3	18.43	15.89	17.26
H4	26.22	28.64	26.68	H5	52.75	53.16	56.06
H6	28.55	24.85	27.75	H7	35.44	34.11	33.25
H8	11.69	10.53	9.69	H9	6.55	6.94	7.70
H10	9.17	8.24	8.67	H11	64.38	63.98	65.15
H12	11.82	11.17	10.86	H13	48.22	47.79	46.04
H14	8.20	8.17	7.50	H15	6.80	7.63	7.01
H16	13.22	13.89	12.86	H17	11.53	12.30	12.72
H18	19.67	19.80	18.05	H19	12.51	13.10	15.77
H20	10.21	10.33	9.84	H21	6.87	6.08	7.21
H22	4.43	4.54	4.53	H23	14.74	14.10	13.91
H24	5.87	6.09	5.57	H25	12.18	12.25	11.52

Observation							
Parameters	MIN	MAX	AVG	Parameters	MIN	MAX	AVG
Urms Line1-2	6.51	6.86	6.70	KVAR Line1	1697.00	2003.00	1827.25
Urms Line2-3	6.56	6.90	6.74	KVAR Line2	1704.00	1993.00	1844.26
Urms Line3-1	6.48	6.88	6.68	KVAR Line3	1781.00	2065.00	1908.17
Arms Line1	777.38	841.50	800.38	KVAR Sum	5193.00	6027.00	5571.16
Arms Line2	772.58	836.40	794.11	KVA Line1	2931.00	3262.00	3064.43
Arms Line3	771.68	837.15	799.04	KVA Line2	2941.00	3244.00	3066.21
Vthd Line1	28.32	35.72	32.93	KVA Line3	2957.00	3278.00	3084.30
Vthd Line2	28.42	35.66	32.94	KVA Sum	8847.00	9684.00	9205.91
Vthd Line3	27.27	36.23	32.50	KW Line1	2128.00	2348.00	2248.62
Athd Line1	9.94	12.62	11.69	KW Line2	2153.00	2334.00	2234.90
Athd Line2	9.87	12.55	11.74	KW Line3	2117.00	2318.00	2211.02
Athd line3	9.98	12.49	11.77	KW Sum	6429.00	6948.00	6686.29
Power Factor	0.70	0.76	0.74				

# SPECIAL TERMS AND CONDITIONS

SI. No.	Material Code & Item Description	Total Quantity (No)	Date for Supply Completion
1.	<b>Material Code: AA3210201021</b> HARMONIC FILTER BANK FOR 800 MW TEST-BED	01	Delivery is required within <b>240 days</b> from the date of placement of Purchase Order.

## Note for Pre-bid Meeting:

Pre-bid meeting shall be conducted after one week from the date of enquiry. Bidders are requested to show their willingness to attend the meeting by sending mail to [rajkumar1@bhel.in](mailto:rajkumar1@bhel.in) or [ashishkumar.keshari@bhel.in](mailto:ashishkumar.keshari@bhel.in). Accordingly, further details shall be sent to interested bidders.

- PAYMENT TERM:** 80% payment of Supply value shall be made within 45 days for MSE, 60 days for Medium Enterprises and 90 days for Non-MSE from the date of receipt of material at BHEL Haridwar. Balance 20% of Supply value plus 100% of E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for **15 months** (i.e. for Guarantee period + 90 days claim period, from the date of successful Erection & Commissioning and acceptance by BHEL) by Supplier from any of the Scheduled Banks for **10% of total PO Value** in the prescribed Format.

*The bidder shall upload the digitally signed copy of Invoice on GeM portal.*

- ERECTION & COMMISSIONING** – Erection & Commissioning (E&C) value will include services to be rendered at BHEL like Installation, job proving, performance tests, training to operators etc. (Whichever is applicable for this case).

The estimated percentage of Erection & commissioning value is: **20%** of total material cost.

E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as I&C payment.

- ERECTION & COMMISSIONING TIME PERIOD:** Time period required for E&C: **120 days** from the date of first intimation by BHEL.
- Reverse Auction shall be applicable in this tender and H1 bidder shall be eliminated as per GeM T&C.
- CHARGES FOR SERVICES AT BHEL HARIDWAR:** Prices offered on GeM portal shall be inclusive for complete scope of work. Vendor to demonstrate all the function & features of the item being procured.
- LIQUIDATED DAMAGES CLAUSE FOR 'SUPPLY' AND 'E&C':**

For the purpose of Liquidated Damages for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

Liquidated Damages on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Liquidated Damages will be considered separately for 'Supply' and 'E&C'.

The rate of Liquidated Damages for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

# **SPECIAL TERMS AND CONDITIONS**

The rate of Liquidated Damages for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum Liquidated Damages for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

Loading on account of non-acceptance of Liquidated Damages for delayed Supply and/or E&C shall be as under:

In case any bidder is not accepting the above Liquidated Damages for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder.

In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e freight charges etc. up to destination for such short supplies shall be borne by the supplier.

Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.

For calculating Late Delivery Liquidated Damages, delivery date shall be considered as per following:

**1. Indigenous Suppliers:**

- a. Delivery Ex-works: - Date of GR /LR
- b. Delivery FOR Transporter Godown: - Date of GR/LR
- c. Delivery FOR Destination: - Date of receipt at BHEL HARIDWAR (if supply is direct to BHEL) or date of GR + one week (if documents are through bank).

**2. Foreign Supplier:**

- a. Delivery FOB / FCA port of discharge: - Date of BL/AWB
- b. Delivery CPT port of destination: - Date of AWB

**7. Evaluation shall be done on Total Landed Cost to BHEL Haridwar.**

Total Landed Cost to BHEL includes Material cost, Installation Commissioning Charge, spares, Insurance charge, Freight charges & GST etc.

**8.** Date of Part-1 Opening shall be considered for Cost Evaluation Process.

**9.** The evaluation currency for this tender shall be INR.

**10. Delivery Basis:** FOR BHEL Haridwar Basis.

**11. PRE-DISPATCH INSPECTION CLAUSE:** PDI is not required in this case.

**12. Delivery Period:** Delivery is required within **08 months** from the date of placement of PO.

**13. ATTENDING TO ANY COMPLAINT DURING WARRANTY PERIOD:** Vendor will have to ensure deputation of their people for attending to any complaint during Warranty period within 6 days of intimation.

In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.

**14.** Purchaser i.e. BHEL, Haridwar reserves the right to cancel this GEM custom Bid Tender Enquiry at any stage of Tender Enquiry but, before Purchase Order Placement on GeM Portal. BHEL Haridwar shall not be liable to any of the bidder/or any other agencies to tell the reason for cancellation of this GEM custom Bid Tender Enquiry. In this matter the decision of Purchase which is BHEL Haridwar shall be final and can't be challenged in any court of Law.

**15. NO INTEREST PAYABLE TO CONTRACTOR:** Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL. etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

# **SPECIAL TERMS AND CONDITIONS**

**16. PERFORMANCE BANK GUARANTEE (PBG):** Performance Bank Guarantee (PBG) valid for **15 months** (i.e. for Guarantee period + 90 days claim period) from the date of final commissioning & acceptance at BHEL Haridwar from any of the Scheduled Banks of BHEL for **10% of total PO Value** in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment.

**17. Contract Execution Bank Guarantee (CEBG):** Vendor has to submit Contract Execution Bank Guarantee for **10% of the total PO value** in the currency of order within 30 days from the date of purchase order in the form of Bank Guarantee in BHEL format from any of the Scheduled Banks of BHEL. CEBG shall be kept valid until 30 days after the date of E&C certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance tests, training to operators etc. as prescribed in PO. If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with BHEL's extant guidelines for Suspension of Business dealings with Suppliers

**CEBG/PBG may be furnished in the following forms:**

(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.

(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(v) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

**18. EARNEST MONEY DEPOSIT (EMD):** EMD shall be applicable for this tender of **Rs. Six Lakhs Only**.

EMD shall be waived off for Central/State- PSUs/ Government Department and for Micro & small Enterprises.

EMD shall be waved off as per GEM Terms and Conditions also for vendors who are seeking exemption as per GeM Terms and Conditions.

Please note that EMD by the tenderer shall be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honor the order after award of the same or him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by the unsuccessful tenderer shall be refunded on acceptance of award / LOI/ PO by successful tenderer. The EMD of successful bidder shall be returned after submission of Contract execution bank guarantee.

EMD shall be not carry any interest. EMD shall be returned after PO placement.

The EMD will be accepted only in the following forms:

- i. Electronic Fund Transfer credited in BHEL account (before tender opening).
- ii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- iii. Fixed Deposit Receipt (FDR).
- iv. Bank Guarantee from any of the Scheduled Banks.
- v. Insurance Surety Bonds.

**19. SETTLEMENT OF DISPUTES:**

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

## **SPECIAL TERMS AND CONDITIONS**

the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) 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.

### **20. CONCILIATION CLAUSE:**

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](http://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.

### **21. ARBITRATION CLAUSE:**

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 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 Delhi International Arbitration Centre (DIAC) 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 Delhi International Arbitration Centre (DIAC) 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 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.

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

# **SPECIAL TERMS AND CONDITIONS**

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 above clause. 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.

**In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

## **22. BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

### **BREACH OF CONTRACT:**

The following shall amount to breach of contract:

- 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.

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 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.

## **SPECIAL TERMS AND CONDITIONS**

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. c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.

vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.

vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

### **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.

### **23. FORCE MAJEURE CLAUSE:**

1. "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.

# **SPECIAL TERMS AND CONDITIONS**

2. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
3. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
  - I. Constitute a default or breach of the Contract.
  - II. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

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.

## **24. ACTION AGAINST BIDDERS / VENDOR / SUPPLIER / CONTRACTOR IN CASE OF DEFAULT:**

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.

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>

## **25. TAXES & DUTIES:**

GST Registration Number  
Address of Principal place of Business  
Type of Business  
HSN Code, its description & rate of applicable GST for the offered material  
Whether registered under Composite scheme of GST (Y/N).

It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST. Please submit your GST registration certificate.

Note: TDS as per Statutory guidelines will be deducted at source. Kindly submit your offer accordingly.

## **26. PURCHASE PREFERENCE FOR (MAKE IN INDIA):**

For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the GeM Bid, the same shall be applicable even if issued after issue of this GeM Bid, but before opening of Part-II bids against this GeM Bid.

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (Format enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.

## **27. CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) They have controlling partner (s) in common; or

## **SPECIAL TERMS AND CONDITIONS**

- b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal;
- 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.”

**28.** The Bidders has to 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.

**29.** In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder. Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer. Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.

**30.** GST Input Tax Credit shall be applicable for this tender.

**31.** Warranty period shall be 12 months from the date of successful commissioning of equipment or 18 months from the date of dispatch whichever falls earlier.

**32.** Operation and Maintenance manual for all miscellaneous items are required.

**33.** Test certificate/ Calibration certificate for all miscellaneous items are required.

**34.** Early Delivery is acceptable.

**35.** Suppliers are requested to send point wise reply to BHEL Technical Specification.

**36.** Price Bid Validity shall be 180 days from the date of part-1 opening.

**37.** The vendor needs to supply the items in line with the clauses of the attached technical specification and as per terms of the tender document.

**38.** Non-Disclosure Agreement (NDA) is not applicable.

**39.**

### **40. Reverse Auction Terms and Conditions:**

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

**41. Compliance to Restrictions under Rule 144(xi) of the General Financial Rules (GFRs):**

## **SPECIAL TERMS AND CONDITIONS**

- I Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. 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 person, participating in a procurement process.
- 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 provided in tender documents.
  - (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.

### **42. Signing of Integrity Pact (IP):**

- a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Supplier/Vendor are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

S.No.	IEM	Email
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

## **SPECIAL TERMS AND CONDITIONS**

- c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

*No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as mentioned below.*

For all clarifications/ issues related to the tender, please contact:

**Name: Raj Kumar, Manager**

**Deptt: Purchase Capital**

**Address: 4<sup>th</sup> Floor, Main Administrative Building, BHEL HEPP, Ranipur, Haridwar, Uttarakhand-249403**

**Phone: +91-1334-281961; +91 9711551224**

**Email: [rajkumar1@bhel.in](mailto:rajkumar1@bhel.in)**

**Fax: 01334 -226462**

The IP duly signed by authorized official of bidder / contractor / vendor and authorized official of BHEL will form a part of Purchase order / contract.

**1. MSE:**

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

- 43.** During evaluation / finalization of tender, bidders to furnish specific details of company performance in the enclosed format.
- 44.** The tender will be published on website [www.hwr.bhel.in](http://www.hwr.bhel.in) and [www.bhel.com](http://www.bhel.com). for maximizing the participation. However, corrigendum if any, will be done only on GeM portal.
- 45.** The bid received from same IP address shall be outrightly rejected and shall not be considered for further Evaluation.
- 46.** The tender will be published on website [www.hwr.bhel.in](http://www.hwr.bhel.in) and [www.bhel.com](http://www.bhel.com). for maximizing the participation. However, corrigendum if any, will be done only on GeM portal.
- 47.** Any Bidder falling under MSE category shall furnish the details such as type under MSE, Category & gender and submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.
- 48.** The bidder shall submit digitally signed copy of the invoice along with dispatch documents and shall be asked to upload the invoice on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to dispatch.
- 49.** As per clause 3(b) of Make in India circular dated 04.06.2020 & revision dated 16.09.2020, only Class-I Local supplier and Class –II local supplier as defined under the order, shall be eligible to bid in procurements undertaken by procuring entities being domestic tender. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate.
- 50.** **For supply orders placed on Indian Suppliers:** Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal.

## **SPECIAL TERMS AND CONDITIONS**

The material will not be accepted inside BHEL in absence of the above.

**51. For any kind of queries related to this tender enquiry, kindly contact following executives:**  
[dkchauhan@bhel.in](mailto:dkchauhan@bhel.in) (01334281961) & [raj कुमार1@bhel.in](mailto:raj कुमार1@bhel.in) (9711551224).