



PPX-BOI DEPARTMENT  
BHARAT HEAVY ELECTRICALS LIMITED  
HEEP: HARDWAR-249 403 (Uttarakhand)  
FAX: +91 1334 226462 TEL: +91 1334 28 1707

PACKAGE- Spray Nozzles As Per Document No. 413109SN000 and ST45001 Rev-01

PROJECTS: Lara Unit-1 & 2 (Stage-II), Singrauli Unit-1 & 2 (Stage-III) & Sipat Unit-1 (Stage-III)

**BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS (SCOPE OF ENQUIRY):**

1. E-bids on GeM are invited from bidders for the supply of Spray Nozzles for Lara Unit-1 & 2 (Stage-II), Singrauli Unit-1 & 2 (Stage-III) & Sipat Unit-1 (Stage-III) projects as per requirement mentioned below:

| Sl. No. | Material Code & Item Description  | Total Quantity | Projects                     | LOT Quantity (In Nos.) | Present Material Requirement |
|---------|---|----------------|------------------------------|------------------------|------------------------------|
| 1.      | W90313165092<br>SPRAY NOZZLES AS PER<br>DOCUMENT NO: -413109SN000<br>AND ST45001 REV.01 | 90 Nos.        | Lara Unit-1 (Stage-II)       | 18                     | 17/07/2026                   |
|         |   |                | Lara Unit-2 (Stage-II)       | 18                     | 17/11/2026                   |
|         |   |                | Singrauli Unit-1 (Stage-III) | 18                     | 04/03/2027                   |
|         |   |                | Singrauli Unit-2 (Stage-III) | 18                     | 01/01/2027                   |
|         |   |                | Sipat Unit-1 (Stage-III)     | 18                     | 20/05/2027                   |

2. **Consignee Details and delivery schedule:**

| Sl. No. | Project Name             | Site/ Project Address  | Requirement Schedule |            |
|---------|--------------------------|--|----------------------|------------|
| 1       | LARA<br>(STAGE-II)       | BHEL Site office, 2X800 MW NTPC LARA stage-II project, Pusaur, Dist.- Raigarh, Chhattisgarh, Pin-496440                  | Lot-1                | 17/07/2026 |
|         |                          |  | Lot-2                | 17/11/2026 |
| 2       | SINGRAULI<br>(STAGE-III) | Singrauli Super Thermal Power Project, Shakti Nagar, Sonbhadra, Uttar Pradesh, Pin-231222                                | Lot-1                | 04/03/2027 |
|         |                          |  | Lot-2                | 01/01/2027 |
| 3       | SIPAT<br>(STAGE-III)     | Sipat Super Thermal Power Project, Stage-III (1X800 MW)<br>P.O: Ujjwal Nagar, District : Bilaspur, Chhattisgarh - 495555 | Lot-1                | 20/05/2027 |


3. **Buyers Specific Additional Terms & Conditions in addition to GTC**

**Annexure A**

**Note: Please fill your acceptance/ comments in confirmation column. Blank column will be understood as accepted by bidder.**

| S. No. | Terms                                   | Description  | Bidder's confirmation |
|--------|---|--|-----------------------|
| 1.     | Compliance of GTC on GeM                | In addition to the terms & conditions mentioned in below table, General Terms and Conditions on GeM 4.0 (Version 1.23) Dt. 5th March 2025 or it's latest revision (if revised prior to issuance of enquiry) shall be applicable against this enquiry. Kindly confirm same is acceptable to you.  |                       |
| 2.     | Submission of Offer                     | The offer/bid shall be signed and stamped on each page by authorized representative of the bidder.   |                       |
| 3.     | Documents Checklist:                    | Please submit signed and stamped copy of your offer on each page along with following documents; <ul style="list-style-type: none"><li>Buyers' added bid specific additional terms and conditions.</li><li>Technical PQR &amp; its supportive document.</li><li>Technical drawing &amp; purchase specification.</li><li>Certificate/self-certification for minimum local content as per PPP-MII order.</li><li>Replica of price bid schedule without prices with Part-I offer.</li></ul> |                       |
| 4.     | Special Term                            | Techno-commercial terms as confirmed above in Annexure-A shall supersede the similar terms & conditions found contradictory written elsewhere in the offer. Kindly confirm the same.   |                       |
| 5.     | Compliance of Rule 144 (xi) of GFR 2017 | Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.  |                       |

(Signature of the Vendor with Seal)

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|  |   | <b>PPX-BOI DEPARTMENT</b><br><b>BHARAT HEAVY ELECTRICALS LIMITED</b><br><b>HEEP: HARDWAR-249 403 (Uttarakhand)</b><br><b>FAX: +91 1334 226462 TEL: +91 1334 28 1707</b>  |  | <b>PACKAGE-</b> Spray Nozzles As Per Document No. 413109SN000 and ST45001 Rev-01<br><br><b>PROJECTS:</b> Lara Unit-1 & 2 (Stage-II), Singrauli Unit-1 & 2 (Stage-III) & Sipat Unit-1 (Stage-III) |
| 6.   | <b>Evaluation criteria</b>                          | Evaluation will be done on the basis of total landed cost to BHEL for complete enquiry, with cost involved for delivery up to all respective project site considering material cost, taxes & duties, Freight etc. for the complete requirement covered in the Bid (considering ITC). Bidders to ensure applicability of ITC on Gem portal.   |  |  |
| 7.   | <b>Bid validity/ Validity of offer</b>              | Please note that validity of the offer shall be 180 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal.<br>Offer of bidder's having validity less than 180 days shall be liable to get rejected. Please confirm.<br>The required validity is considering that offer is complete & clear w.r.t. PQR and all techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL's comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to be reject. Please confirm.  |  |  |
| 8.   | <b>Pre-Qualification Requirements</b>               | <i>The Pre-Qualification Requirements have been enclosed / uploaded with tender documents. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.</i>  |  |  |
| 9.   | <b>Prices / Basis of quotation:</b>                 | The offered prices of the items shall remain firm and fixed till the execution of the contract. Kindly confirm.<br>Prices should be quoted on door delivery basis up to respective site basis i.e. including freight, packing & forwarding charges, GST etc.<br><b>The evaluation currency for this tender shall be INR.</b><br>Please confirm.<br>Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.<br>The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Please note that, if you dispatch the material by any BHEL un-approved transporter then you will necessarily be required to furnish the MRC (Material Receipt Certificate)/ Receipted GR from respective Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.<br>Please inform the rate of GST <b>included</b> in your quoted prices. |  |  |
| 10.  | <b>SPECIAL INSTRUCTION</b>                          | Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.<br>In case of any confusion / un-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer.<br>No deviation & request regarding un-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers.<br>Please note and confirm.   |  |  |
| 11.  | <b>Special Instruction of Technical requirement</b> | 1.   | <b>For Mat Code W90313165092:</b> Bidder to refer document no. 413109SN000 AND ST45001 (Rev.01) for detailed description/specification.  |  |
|  |   | 2.   | Material is to be despatched on Door Delivery Basis to BHEL respective sites.<br><b>For all lots</b> - Invoice, GR/LR, Packing List, Test Certificates, Guarantee Certificate are required in Original after dispatch. |  |
|  |   | 3.   | Vendor to ensure for the supply of unit wise complete lot quantity.  |  |
|  |   | 4.   | Vendor to keep two copies of O&M Manual inside the dispatch box of Spray Nozzles and also to mention same in Vendor's Shipping/packing list.<br>Vendor to provide Pdf copy of O&M Manual to BHEL. Please confirm.      |  |

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**PACKAGE-** Spray Nozzles As Per Document No. 413109SN000 and ST45001 Rev-01

**PROJECTS:** Lara Unit-1 & 2 (Stage-II), Singrauli Unit-1 & 2 (Stage-III) & Sipat Unit-1 (Stage-III)

|                                  |  | 5.   | For material related to Unit-1 & Unit-2, Commissioning Spares and Mandatory Spares needs to be packed in separate boxes and same is required to be marked on the box.  |  |                |  |                                  |         |                    |         |          |         |  |
|----------------------------------|--|--|--|--|----------------|--|----------------------------------|---------|--------------------|---------|----------|---------|--|
|                                  |  | 6.   | Mandatory Spares to be written in BOLD Letters on all sides of Packing Box containing Spares. BHEL BBU Nos. to be mentioned in Packing List by Vendor.   |  |                |  |                                  |         |                    |         |          |         |  |
|                                  |  | 7.   | Before shipment of material, Vendor has to Obtain QR code from BHEL and these QR codes (properly laminated) shall be affixed on Packages/ Boxes/ Crates/ Bundles of material to be supplies. Please confirm. |  |                |  |                                  |         |                    |         |          |         |  |
| 12.                              | Consignee Address Declaration                                | Consignee mentioned in ATC/ GeM enquiry are mentioned as actual and may differ during ordering. However, material to be dispatched by vendor to respective site as actual.   |  |  |                |  |                                  |         |                    |         |          |         |  |
| 13.                              | Bid to RA  | Applicable as per GeM NIT.   |  |  |                |  |                                  |         |                    |         |          |         |  |
| 14.                              | Sharing of Technical Documents and Specifications            | Bidders shall submit endorsed copy of attached FCA to get soft copy of Technical Document No. 413109SN000 and Specification Document No. ST45001 Rev.01 @ <a href="mailto:sagargupta@bhel.in">sagargupta@bhel.in</a> <a href="mailto:clmeena@bhel.in">clmeena@bhel.in</a> and <a href="mailto:rakrahi@bhel.in">rakrahi@bhel.in</a>   |  |  |                |  |                                  |         |                    |         |          |         |  |
| 15.                              | Engineering Document/ Document approval                      | Drawings ( <b>Spray Nozzle drawing with all dimensions and details</b> ) /Data sheets ( <b>Nozzle characteristic curves, Pressure Vrevs flow graph</b> ) /Documents /Type Test etc. shall be submitted for approval to BHEL for BHEL/customer approval within 07 days of purchase order. Any delay in delivery on account of late submission of requisite document/ drawing shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 07 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis. Please confirm.   |  |  |                |  |                                  |         |                    |         |          |         |  |
| 16.                              | Payment Terms  | <div>The payment shall be done after receipt of Material at BHEL respective project site, within no. of days as defined in the below table from the date of receipt of Material at site i.e. MRC date).</div> <table><tr><th>Type of Bidder</th><th>Payment Terms (Number of Days from Material receipt at site)</th></tr><tr><td>Micro &amp; Small Enterprises (MSEs)</td><td>45 days</td></tr><tr><td>Medium Enterprises</td><td>60 days</td></tr><tr><td>Non MSME</td><td>90 days</td></tr></table> <div>The Payment terms are subject to receipt of non-discrepant document from supplier. Please confirm.</div>   |  |  | Type of Bidder | Payment Terms (Number of Days from Material receipt at site) | Micro & Small Enterprises (MSEs) | 45 days | Medium Enterprises | 60 days | Non MSME | 90 days |  |
| Type of Bidder                   | Payment Terms (Number of Days from Material receipt at site) |  |  |  |                |  |                                  |         |                    |         |          |         |  |
| Micro & Small Enterprises (MSEs) | 45 days  |  |  |  |                |  |                                  |         |                    |         |          |         |  |
| Medium Enterprises               | 60 days  |  |  |  |                |  |                                  |         |                    |         |          |         |  |
| Non MSME                         | 90 days  |  |  |  |                |  |                                  |         |                    |         |          |         |  |
| 17.                              | GeM charges  | GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account. Please confirm.   |  |  |                |  |                                  |         |                    |         |          |         |  |
| 18.                              | Contract execution   | Bidder's are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM.   |  |  |                |  |                                  |         |                    |         |          |         |  |
| 19.                              | Quality Requirements   | Testing and Certification (Material & Dimensional Test Certificate, Flow Rate, Spray Angle and Hydraulic Test Report) as per Ordering Drawing and Specification to be submitted by vendor before dispatch of material. Please confirm.   |  |  |                |  |                                  |         |                    |         |          |         |  |
| 20.                              | MDCC clause  | Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates /COC along with packing list are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates/COC etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis. Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment. |  |  |                |  |                                  |         |                    |         |          |         |  |

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**PROJECTS:** Lara Unit-1 & 2 (Stage-II), Singrauli Unit-1 & 2 (Stage-III) & Sipat Unit-1 (Stage-III)

| 21. | Packing  | Each item must be tagged with description & quantity same as in Vendor's Packing List. Kindly confirm.   |                                  |                                  |                             |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
|-----|--|--|----------------------------------|----------------------------------|-----------------------------|--------------|--------------|--------------|---|--|---------|----|------------|------------------------|----|------------|------------------------|----|------------|------------------------------|----|------------|------------------------------|---|----|------------|--------------------------|--|
|     |  | Please ensure proper and sturdy packing suitable for handling at site or during transportation up to site in healthy condition. Also Note that packing shall be seaworthy and such that any external damage to the components during transit is eliminated. Kindly confirm.  |                                  |                                  |                             |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
| 22. | Quantity Variation   | BHEL reserves the right to cancel tender or reject any or all the quotations without assigning any reasons thereof.<br><b>BHEL also reserves the right to Increase or decrease the tendered quantities or quantity of individual material code may be dropped as a whole also.</b><br>Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.<br>Vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. In case ordered quantity is reduced at the time of manufacturing clearance, then payment shall be made accordingly as per decreased quantity. Please confirm.  |                                  |                                  |                             |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
| 23. | Delivery Period  | Please note that BHEL's Delivery requirements are as follows:<br><table border="1"><thead><tr><th>Sl. No.</th><th>Material Code &amp; Item Description</th><th>Total Qty of Item in Tender</th><th>Lot Quantity</th><th>Lot Delivery</th><th>Project Name</th></tr></thead><tbody><tr><td rowspan="2">1</td><td rowspan="6">W90313165092<br/>Spray Nozzles As Per Document No.:413109SN000 and ST45001 Rev.01</td><td rowspan="6">90 Nos.</td><td>18</td><td>17/07/2026</td><td>Lara Unit-1 (Stage-II)</td></tr><tr><td>18</td><td>17/11/2026</td><td>Lara Unit-2 (Stage-II)</td></tr><tr><td>18</td><td>04/03/2027</td><td>Singrauli Unit-1 (Stage-III)</td></tr><tr><td>18</td><td>01/01/2027</td><td>Singrauli Unit-2 (Stage-III)</td></tr><tr><td>3</td><td>18</td><td>20/05/2027</td><td>Sipat Unit-1 (Stage-III)</td></tr></tbody></table><br>Early delivery with respect to above lot wise delivery will be accepted only after written confirmation from BHEL. BHEL reserve rights to reject early delivery request of bidders / suppliers. Delivery period indicated in GeM bid is only indicative and final delivery of tender shall be taken as mentioned above.<br>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/drawing approval, inspection by TPI/End customer etc. | Sl. No.                          | Material Code & Item Description | Total Qty of Item in Tender | Lot Quantity | Lot Delivery | Project Name | 1 | W90313165092<br>Spray Nozzles As Per Document No.:413109SN000 and ST45001 Rev.01 | 90 Nos. | 18 | 17/07/2026 | Lara Unit-1 (Stage-II) | 18 | 17/11/2026 | Lara Unit-2 (Stage-II) | 18 | 04/03/2027 | Singrauli Unit-1 (Stage-III) | 18 | 01/01/2027 | Singrauli Unit-2 (Stage-III) | 3 | 18 | 20/05/2027 | Sipat Unit-1 (Stage-III) |  |
|     |  | Sl. No.  | Material Code & Item Description | Total Qty of Item in Tender      | Lot Quantity                | Lot Delivery | Project Name |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
| 1   | W90313165092<br>Spray Nozzles As Per Document No.:413109SN000 and ST45001 Rev.01 | 90 Nos.  | 18                               | 17/07/2026                       | Lara Unit-1 (Stage-II)      |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
|     |  |  | 18                               | 17/11/2026                       | Lara Unit-2 (Stage-II)      |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
| 18  |  |  | 04/03/2027                       | Singrauli Unit-1 (Stage-III)     |                             |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
| 18  |  |  | 01/01/2027                       | Singrauli Unit-2 (Stage-III)     |                             |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
| 3   |  |  | 18                               | 20/05/2027                       | Sipat Unit-1 (Stage-III)    |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
|     |  |  |                                  |                                  |                             |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
| 24. | Liquidated Damages (LD) for late delivery  | If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed Lot 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 dispatch mentioned on LR/GR would be treated as the date of delivery for penalty purposes.   |                                  |                                  |                             |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
|     |  | Complete material of each lot to be dispatch in one go only. In case of partial supply, dispatch of last item of lot shall be considered for LD purpose.   |                                  |                                  |                             |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
| 25. | GST Penalty  | Vendor to provide dispatch documents to BHEL Haridwar in the same month of dispatch of material. In case of delay in submission of the same, Any GST penalty levied due to change of month of billing to End customer w.r.t. LR date will be borne by vendor. Please confirm.  |                                  |                                  |                             |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |
| 26. | Guarantee  | Kindly confirm that Guarantee would be provided for a period of <b>"2 years after installation and commissioning or for a period of 3 years from the date of dispatch of equipment whichever is earlier"</b> .<br>If during erection/ commissioning and operation at site any defect in any component is detected, purchaser's/ owner's site representative shall prepare the assessment report and a copy of same shall be forwarded to the supplier. The supplier shall replace/ rectify the concerned items free of charge. The supplier, if he so desired may depute his representative to site at his own cost otherwise the report of purchase's/ owner's site representative shall be binding on the supplier.  |                                  |                                  |                             |              |              |              |   |  |         |    |            |                        |    |            |                        |    |            |                              |    |            |                              |   |    |            |                          |  |

**(Signature of the Vendor with Seal)**

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|  |   | Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.   |
| <b>27.</b>   | <b>Make in India &amp; MSE Purchase Preference guidelines:</b>  | For this procurement, the local content to categorize a supplier as a Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier and purchase preference to Class-I Local Supplier, is as defined in Public Procurement (Preference to Make in India), Order-2017 Ref. No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 issued by DPIIT. In case of subsequent orders issued, by the nodal ministry, changing the definition of local content for the items of this NIT, but before opening of Part-II bids against this NI, same shall be applicable for this NIT also. As per Make in India Order, only Class-1 and Class-2 local supplies are eligible to bid in this tender enquiry.<br><br>For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in attached Make In India Declaration format.   |
| <b>28.</b>   | <b>Settlement of Dispute, Conciliation &amp; Arbitration:</b>   | <p><b>Settlement of Dispute</b></p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Officer / IEM for amicable resolution by the parties. Designated Officer / IEM who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per 'CONCILIATION' Clause.</p> <p><b>CONCILIATION:</b></p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in <a href="http://www.bhel.com">www.bhel.com</a>).</p> <p>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.</p> <p><b>ARBITRATION:</b></p> <p>Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p>A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration &amp; Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount</p> |

**(Signature of the Vendor with Seal)**





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|     |  | <p>of such claim including interest, if any.</p> <p>After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions (shall be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar.</p> <p>Subject to the above, the provisions of Arbitration &amp; Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar , shall have exclusive jurisdiction.</p> <p>Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p>In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> |  |
| 29. | <b>Breach of Contract, Remedies and Termination:</b> | <p>The following shall amount to breach of contract:</p> <p>I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</p> <p>II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</p> <p>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</p> <p>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p> <p>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</p> <p>VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</p> <p>VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part</p>   |  |



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PACKAGE- Spray Nozzles As Per Document No. 413109SN000 and ST45001 Rev-01

PROJECTS: Lara Unit-1 & 2 (Stage-II), Singrauli Unit-1 & 2 (Stage-III) & Sipat Unit-1 (Stage-III)

|     |   |   |  |
|-----|---|---|--|
|     |   | <p>thereof without any compensation to the Supplier/Vendor.</p> <p>IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</p> <p>X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p>Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p><b>Remedies in case of Breach of Contract.</b></p> <p>i) Wherein the period as stipulated in the notice issued under above clause has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p> <p>ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p>a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note:</p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p> |  |
| 30. | <b>Suspension of Business Dealings with</b> | <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p>  |  |

(Signature of the Vendor with Seal)



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**PACKAGE-** Spray Nozzles As Per Document No. 413109SN000 and ST45001 Rev-01

**PROJECTS:** Lara Unit-1 & 2 (Stage-II), Singrauli Unit-1 & 2 (Stage-III) & Sipat Unit-1 (Stage-III)

|                |   |  |   |  |                |             |             |   |       |  |  |  |       |  |  |  |
|----------------|---|--|---|--|----------------|-------------|-------------|---|-------|--|--|--|-------|--|--|--|
|                | <b>Suppliers / Contractors:</b>                   | If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a> .   |   |  |                |             |             |   |       |  |  |  |       |  |  |  |
| 31.            | <b>Conflict of Interest Among Bidders/ Agents</b> | <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal, ·</p> <p>or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p> |   |  |                |             |             |   |       |  |  |  |       |  |  |  |
| 32.            | <b>Micro and Small Enterprises (MSE):</b>         | <p>Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table><tr><td>Type under MSE</td><td>SC/ST owned</td><td>Women owned</td><td>Others (excluding SC/ ST &amp; Women Owned)</td></tr><tr><td>Micro</td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td></tr></table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India</p>  |   |  | Type under MSE | SC/ST owned | Women owned | Others (excluding SC/ ST & Women Owned) | Micro |  |  |  | Small |  |  |  |
| Type under MSE | SC/ST owned                                       | Women owned  | Others (excluding SC/ ST & Women Owned) |  |                |             |             |   |       |  |  |  |       |  |  |  |
| Micro          |   |  |   |  |                |             |             |   |       |  |  |  |       |  |  |  |
| Small          |   |  |   |  |                |             |             |   |       |  |  |  |       |  |  |  |

**(Signature of the Vendor with Seal)**





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**PACKAGE-** Spray Nozzles As Per Document No. 413109SN000 and ST45001 Rev-01

**PROJECTS:** Lara Unit-1 & 2 (Stage-II), Singrauli Unit-1 & 2 (Stage-III) & Sipat Unit-1 (Stage-III)

|     |                      |  |  |
|-----|----------------------|--|--|
|     |                      | vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.  |  |
| 33. | <b>Jurisdiction:</b> | This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.  |  |
| 34. | <b>Force Majeure</b> | <p>"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities , invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case,</p> |  |

**(Signature of the Vendor with Seal)**



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PACKAGE- Spray Nozzles As Per Document No. 413109SN000 and ST45001 Rev-01

PROJECTS: Lara Unit-1 & 2 (Stage-II), Singrauli Unit-1 & 2 (Stage-III) & Sipat Unit-1 (Stage-III)

|     |                           |  |  |
|-----|---------------------------|--|--|
|     |                           | Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.  |  |
| 35. | Cartel Formation          | The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.   |  |
| 36. | Fraud Prevention Policy:  | Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.  |  |
| 37. | Despatch documents        | <b>Following documents to be enclosed with dispatch documents of this item:</b> a) Operation and Maintenance Manual for site.<br>a) Test certificates and guarantee certificates.<br><b>Submission to BHEL-HEEP Haridwar of invoices for payment for material shall be done along with:</b><br>a) Tax Invoice<br>b) Original copy of GR<br>c) Packing list<br>d) Test Certificates/Inspection Reports (TC/IR)<br>e) Guarantee Certificate<br>f) Original GST compliance certificate.<br>g) E-way bill.<br><br><b>Vendor to submit original GR/GRs to BHEL HEEP Haridwar for end customer billing.</b><br>Please confirm. |  |
| 38. | Contact detail of Bidder: | For necessary communication, bidders are requested to provide the follow details-<br><br>1.Name of Contact Person & Mobile number:<br>_____<br>_____<br><br>2. Official email ids (at least two or three email id) : _____<br>_____<br><br>3. Works address / Location:<br>_____<br>_____  |  |

(Signature of the Vendor with Seal)




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### 39. PRE-QUALIFICATION REQUIREMENTS:

|  |  |
|--|--|
|  <b>BHARAT HEAVY ELECTRICALS LIMITED, HARIDWAR</b><br>STE-TL ENGINEERING DEPARTMENT | DOCUMENT NO.                                     |
|  | TL/SprayNozzle/PQR/20201<br>Rev:00 Dt:12.09.2020 |

The Pre- Qualification Requirements pertaining to Engineering are as follows:

- The vendor should have an experience in Supply of Spray Nozzle for condensate medium in at least 2 different power plants/ process Industries having minimum spec condition as mentioned below. Vendor to furnish experience list as per requirement in Table-1

Table-1

|                          | Bore Size (mm) | Thread Connection (inch) | Capacity/ Flow Rate (l/min) | Pr. Drop Across Nozzle (Ksc) | Spray Cone Angle (Deg) | Design Pr. & Operating Temp (bar) | Body material               | Spray Nozzle Type    | End user Contact details, no's & Email Id | Executed PO and date |
|--------------------------|----------------|--------------------------|-----------------------------|------------------------------|------------------------|-----------------------------------|-----------------------------|----------------------|---|----------------------|
| Min. acceptance criteria | ≥5.5           | R½ or R ¾                | ≥22.4                       | 4-10                         | 90                     | ≥40 bar & ≥ 425 °C                | X10CrNiTi 189 or equivalent | Axial Flow Full Cone |   |                      |
| Project -1               |                |                          |                             |                              |                        |                                   |                             |                      |   |                      |
| Project -2               |                |                          |                             |                              |                        |                                   |                             |                      |   |                      |



- The vendor should furnish the following documents satisfying criteria in clause 1 above -
  - Executed Purchase Orders should not be older than 7 years, as on the date of enquiry.
  - Vendor to submit self-certified unpriced purchase order copies (as mentioned at 2a) along with all Technical documents i.e. GA Drawing (Containing Bore Size, Thread connection, Nozzle type, Flow Rate, Design Pressure, Operating Temp., Pressure drop across nozzle, Body Material) etc.

**Note:-**

- BHEL reserves the right to verify the information submitted by vendor. Submission of false/incorrect information shall lead to rejection of offer and shall be taken seriously by BHEL.
- BHEL reserves the right to ask for more pertinent information /documents / clarifications. Vendor shall provide this information to BHEL in a timely manner so that project schedule doesn't hamper.
- All the documents furnished to BHEL shall be in Hindi/English language only. If the documents are not in Hindi/English, then they must be accompanied with duly certified Hindi/English translations of the same.

----End of PQR----

### SPECIAL NOTE FOR BIDDERS:

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 uploaded along with offer on GEM portal.

- Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS" and its clause wise supporting documents where required.
- Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR.
- Any other document required to be submitted as per your offer.
- In case of blank document of Annexure-A of Buyer's Specific Terms & Conditions will be endorsed and submitted by bidder then it shall be deemed acceptable.

(Signature of the Vendor with Seal)



**BHARAT HEAVY ELECTRICALS LIMITED, HARIDWAR**  
STE-TL ENGINEERING DEPARTMENT

**PRE-QUALIFICATION REQUIREMENT  
SPRAY NOZZLE**

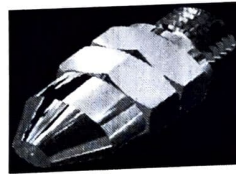
DOCUMENT NO.  
TL/SprayNozzle/PQR/20201  
Rev:00 Dt:12.09.2020

The Pre- Qualification Requirements pertaining to Engineering are as follows:

1. The vendor should have an experience in Supply of Spray Nozzle for condensate medium in at least 2 different power plants/ process Industries having minimum spec condition as mentioned below. Vendor to furnish experience list as per requirement in Table-1

Table-1

|                          | Bore Size (mm) | Thread Connection (inch)           | Capacity/ Flow Rate (l/min) | Pr. Drop Across Nozzle (Ksc) | Spray Cone Angle (Deg) | Design Pr. & Operating Temp (bar) | Body material               | Spray Nozzle Type    | End user Contact details, Tel no's & Email Id | Executed PO and date |
|--------------------------|----------------|------------------------------------|-----------------------------|------------------------------|------------------------|-----------------------------------|-----------------------------|----------------------|---|----------------------|
| Min. acceptance criteria | ≥5.5           | R $\frac{1}{2}$ or R $\frac{3}{4}$ | ≥22.4                       | 4-10                         | 90                     | ≥40 bar & ≥425 °C                 | X10CrNiTi 189 or equivalent | Axial Flow Full Cone |   |                      |
| Project -1               |                |                                    |                             |                              |                        |                                   |                             |                      |   |                      |
| Project -2               |                |                                    |                             |                              |                        |                                   |                             |                      |   |                      |



2. The vendor should furnish the following documents satisfying criteria in clause 1 above -
  - a. Executed Purchase Orders should not be older than 7 years, as on the date of enquiry.
  - b. Vendor to submit self-certified unpriced purchase order copies (as mentioned at 2a) along with all Technical documents i.e. GA Drawing (Containing Bore Size, Thread connection, Nozzle type, Flow Rate, Design Pressure, Operating Temp., Pressure drop across nozzle, Body Material) etc.

**Note:-**

1. BHEL reserves the right to verify the information submitted by vendor. Submission of false/incorrect information shall lead to rejection of offer and shall be taken seriously by BHEL.
2. BHEL reserves the right to ask for more pertinent information /documents / clarifications. Vendor shall provide this information to BHEL in a timely manner so that project schedule doesn't hamper.
3. All the documents furnished to BHEL shall be in Hindi/English language only. If the documents are not in Hindi/English, then they must be accompanied with duly certified Hindi/English translations of the same.

----End of PQR----

Page 1 of 1

|                               |                             |                               |
|-------------------------------|-----------------------------|-------------------------------|
| Prepared By<br>Sh. DHRUV GARG | Checked BY<br>Sh. ANUJ JAIN | Approved By<br>Sh. S.K. Gupta |
|-------------------------------|-----------------------------|-------------------------------|



## **Sample Format for Certification under preference to Make in India order**

**(To be provided from the Statutory Auditor or Cost Auditor of the Company (in case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies))**

### **Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, we hereby certify that we M/s \_\_\_\_\_  
(supplier name) are local supplier. The percentage of local content in the items \_\_\_\_\_ offered by us against Enquiry No. \_\_\_\_\_ is \_\_\_\_\_% **(percentage)**.

Details of location at which local value addition will be made is as follows:

\_\_\_\_\_  
\_\_\_\_\_

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorised Signatory.