



PURCHASE-BOI DEPARTMENT  
BHARAT HEAVY ELECTRICALS LIMITED,  
HEAVY ELECTRICAL EQUIPMENT PLANT,  
RANIPUR, HARIDWAR – 249 403 (UTTARAKHAND), INDIA

BHEL Ref. No.: B/4180/2024/3688/V2

**Tender Enquiry for the requirement of Solenoid Valve for LP Exhaust WIV for Gadarwara project**

Bids are invited from bidders for the requirement of item **Solenoid Valve for LP Exhaust Water Injection Valve for 800 MW Gadarwara project** as per detailed specifications. All tender documents uploaded along with this tender enquiry are as mentioned below.

**LIST OF TENDER DOCUMENTS**

S.No.	Document Name & No.	Total Pages
1.	BUYER ADDED BID SPECIFIC ADDITIONAL TERMS & CONDITIONS ( <b>ANNEXURE-A</b> ) (in addition to General terms and conditions on GeM 4.0 latest version as applicable)	09
2.	PQR (PRE-QUALIFICATION REQUIREMENT) ( <b>ANNEXURE-B</b> )	01
3.	TECHNICAL DRAWING No. <b>DSPPG-0124555</b> Rev. 0.	01
4.	NO DEVIATION CERTIFICATE	01
5.	Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India)	01

For and on behalf of BHEL

Engineer (PPX-BOI)  
BHEL, HEEL, Haridwar



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PACKAGE- Solenoid Valve for LP Exhaust Water  
Injection Valve As Per Drg DSPPG-0124555  
PROJECT: 800 MW Gadawara Project

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

1. E-bids on GeM are invited from bidders for the supply of Solenoid Valve for LP Exhaust Water Injection Valve As Per Drg No. DSPPG-0124555 for Gadawara Project as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Lot No.	Lot Quantity (in Nos.)	Delivery Completion schedule	Present Material Requirement at site
1.	W99318128029 SOLENOID VALVE FOR LP EXHAUST WATER INJECTION VALVE AS PER DRAWING NO. DSPPG-0124555	1	2	Supply completion by 30 days from date of PO	Immediate

2. **Consignee Details and Delivery Schedule:**

Sl. No.	Project Name	Site/ Project Address	Requirement Schedule	
1	Gadawara Project	NTPC LIMITED, GADARWARA STPP, KHASRA NO 24&25 PO GANGAI, TEHSIL GADARWARA DISTT. NARSINGHPUR (MP) - 487770	Lot-1	Immediate requirement

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 1.25) Dt. 14th July 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.	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 drawing no. DSPPG-0124555</li><li>No Deviation Certificate</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>											
3.	Scope of Enquiry	<div>The scope/ requirement of item(s) covered in this tender enquiry are detailed below:</div> <table><tr><th>Sl. No.</th><th>Material Code and Item Description</th><th>Qty.</th><th>Project</th><th>Delivery Requirement</th></tr><tr><td>1.</td><td>Material Code: W99318128029 <b>SOLENOID VALVE FOR LP EXHAUST WATER INJECTION VALVE AS PER DRG DSPPG-0124555</b></td><td>02 No.</td><td>800 MW Gadarwara STPP</td><td>Immediate</td></tr></table>	Sl. No.	Material Code and Item Description	Qty.	Project	Delivery Requirement	1.	Material Code: W99318128029 <b>SOLENOID VALVE FOR LP EXHAUST WATER INJECTION VALVE AS PER DRG DSPPG-0124555</b>	02 No.	800 MW Gadarwara STPP	Immediate	
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4.	Submission of Offer	The offer/ bid shall be signed and stamped on each page by authorized representative of the bidder.											
5.	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.											

(Signature of the Vendor with Seal)



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6.	Compliance of Rule 144 (xi) of GFR 2017	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.	
7.	Evaluation criteria	Evaluation will be done on the basis of total landed cost to BHEL for complete enquiry, with cost involved for delivery up to BHEL project sites considering material cost, taxes & duties, Freight etc. for the complete requirement covered in the Bid.	
8.	Bid validity/ Validity of offer	Please note that validity of the offer shall be 120 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal. Offer of bidder's having validity less than 120 days shall be liable to get rejected. Please confirm.	
9.	Prices / Basis of quotation:	The offered prices of the items shall remain firm and fixed till the execution of the contract. Kindly confirm.	
		Prices should be quoted on door delivery basis up to BHEL project site basis i.e. including all taxes, duties, local levies/ transportation/freight charges, packing & forwarding charges etc. <b>The evaluation currency for this tender shall be INR.</b> Please confirm.	
		Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.	
		The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis. 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 Sites for processing of Vendor's dispatch invoices. No demurrage charges would be borne by BHEL.	
		Please inform the rate of GST <b>included</b> in your quoted prices (considering ITC).	_____ %
10.	Regarding ITC based evaluation bid	Kindly note that this bid/tender has been availed with 100% ITC (Input tax credit) based evaluation. Bidders shall have to enter their Prices inclusive of all taxes including GST during participation in bid on GeM portal and also bidders to add/input the applicable GST amount in percentage separately as per provision made by GeM in the system. Kindly confirm your compliance to the above and submit your offer on GeM portal accordingly.	
11.	Special Instruction	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. Bidders to read all specification / documents thoroughly and submit their offer as per specifications of tender enquiry.  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.  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. Please note and confirm.	
12.	Special Instruction of Technical requirement	a) Bidder to offer the 5/2 way Pilot Valve, Voltage 24V DC, BOSCH, Namur Interface Model No. 0 820 022 987, With Plug DIN EN 175301803 Type B or Equivalent. b) For other details, Drawing no. <b>DSPPG-0124555</b> enclosed with this tender enquiry to be referred and followed.	
13.	Packing Instructions	The above spares item should be properly packed and dispatched in Green colored painted box "wooden boxes with multiple steel around" which can withstand transit movement, local environment and moisture/water.  "MANDATORY SPARE-HWR" should be written in bold letter on all four sides & Proper labelling like item description, PO, make, project name, consignee address etc. should be clearly marked on the box.	

(Signature of the Vendor with Seal)



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14.	Quality Requirement	Please note that Testing and Certification as per ordering documents shall be provided by vendor. Kindly confirm.									
15.	Engineering Document approval	<p>BHEL/ Customer approval will be required on drawings/ datasheet of item.</p> <p>The documents shall be submitted to BHEL/ Customer for approval within 15 days of Purchase Order. BHEL will arrange the approval of the same within 15 days of their receipt provided those are complete in all respect.</p> <p>The delay due to late submission shall be to supplier's account whereas delay in approval of documents shall be BHEL's account. In case of delay on account of BHEL, delivery shall be re-scheduled accordingly.</p>									
16.	Payment Terms	<p>The payment shall be done after receipt of Material at BHEL respective project site, within no. of days as defined in the below table from the date of receipt of Material at site i.e. MRC date).</p> <table><tr><th>Type of Bidder</th><th>Payment Terms (Number of Days 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> <p><b><u>Negotiable documents for payment are as under:</u></b></p> <ul style="list-style-type: none"><li>• Original Tax Invoice</li><li>• e-invoice, in case Turnover is more than Rs. 5 Cr. (as per provisions of e-invoice) else Turnover declaration</li><li>• Copy of Consignee GR</li><li>• Original Packing list</li><li>• Original Test Certificates</li><li>• Original Guarantee certificate</li><li>• Original GST compliance certificate</li><li>• Copy of MDCC issued from BHEL</li><li>• Material Receipt Certificate/ Receipted GR (Original)</li><li>• GeM Invoice and GeM CRAC.</li></ul> <p><i><u>Please ensure to send the Original GR (Consignor copy) alongwith above original negotiation documents to BHEL Haridwar for End customer billing purpose.</u></i></p> <p>The Payment terms are subject to receipt of non-discrepant document from supplier. Please confirm.</p>	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	
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Micro & Small Enterprises (MSEs)	45 days										
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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.	MDCC clause	<p>Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates/ Inspection Reports/COC and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates/report/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.</p> <p>Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.</p>									
20.	Delivery Schedule/ Period	<p>Bidder to supply the Item with in BHEL delivery requirement i.e., within 30 days from the date of PO. However, bidder to quote their best possible delivery.</p> <p>BHEL reserves the right to reject E-bids with delivery period more than 30 days from PO. Kindly confirm.</p>									

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21.	Liquidated Damages (LD) for late delivery	<p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p> <p>Kindly confirm.</p>	
		The date of dispatch mentioned on LR/GR would be treated as the date of delivery for penalty purposes.	
22.	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 with respect to LR date will be borne by vendor. Please confirm.	
23.	Guarantee	Kindly confirm that Guarantee would be provided for a period of <b>"12 months from the date of dispatch of equipment"</b> . Supplier shall be responsible for free replacement of defective equipment / material at our site.	
		Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.	
24.	Make in India & MSE Purchase Preference guidelines:	<p>For this procurement, the local content to categorize a supplier as a Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier and purchase preference to Class-I Local Supplier, is as defined in Public Procurement (Preference to Make in India), Order-2017 Ref. No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 issued by DPIIT. In case of subsequent orders issued, by the nodal ministry, changing the definition of local content for the items of this NIT, but before opening of Part-II bids against this NI, same shall be applicable for this NIT also.</p> <p>As per Make in India Order, only Class-1 and Class-2 local supplies are eligible to bid in this tender enquiry.</p> <p>For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in Make In India Declaration format enclosed with Tender documents.</p>	
25.	Settlement of Dispute, Conciliation & Arbitration:	<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</p>	

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provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).  
Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

**ARBITRATION:**

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions (shall be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

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

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

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

Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.





26.	<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 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</p>
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		<p>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>	
27.	<b>Suspension of Business Dealings with Suppliers / Contractors:</b>	<p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vendor_registration/vendor.php">http://www.bhel.com/vendor_registration/vendor.php</a>.</p>	
28.	<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</p>	





		<p>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>													
29.	Micro and Small Enterprises (MSE):	<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 vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS &amp; DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>	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															
30.	Jurisdiction:	<p>This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p>													
31.	Force Majeure	<p>"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities , invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees</p>													



		<p>of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc.</p> <p>The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, 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, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>	
32.	<b>Cartel Formation</b>	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	
33.	<b>Fraud Prevention Policy:</b>	<p>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.</p>	
34.	<b>Contact detail of Bidder:</b>	<p>For necessary communication, bidders are requested to provide the follow details-</p> <p>1.Name of Contact Persons &amp; Mobile numbers:</p> <p>_____</p> <p>_____</p> <p>2. Official email ids (at least two or three email id) : _____</p> <p>_____</p> <p>3. Works address / Location:</p> <p>_____</p> <p>_____</p>	



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

PACKAGE- Solenoid Valve for LP Exhaust Water  
Injection Valve As Per Drg DSPPG-0124555  
PROJECT: 800 MW Gadarwara Project

35. **DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH**

**REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE, 2020 AND SUBSEQUENT ORDER(S)** (To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

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**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) Bid Specification No: .....  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of \_\_\_\_\_ % and this meets the local content requirement for **'Class-I local supplier' / 'Class II local supplier'** \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Thanking you,  
Yours faithfully,

*(Signature, Date & Seal  
of Authorized Signatory of the  
Bidder)*

**SPECIAL NOTE FOR BIDDER:**

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.

1. 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.
2. Any other documents required to be submitted as per your offer.
3. 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.
4. Copy/Replica of Price schedule (without prices) mentioning "Quoted' in place of price along with your techno-commercial (Part-1) offer.

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

Pre-Qualification Requirements (PQR) for **SOLENOID VALVE FOR PNEUMATIC GLOBE VALVE**  
( LP EXHAUST WATER INJECTION VALVE)

Material code no. 1. W99318128029

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- 1) Bidder shall be manufacturer or supplier of Actuator accessories -Solenoid Valve, Limit switch, position transmitter, positioner of any reputed make.
- 2) Bidder should have supplied the actuator accessories listed above of total PO value of at least Rs. 10,000 in last 5 years from date of enquiry.

In support of point 1) and 2) vendor to provide PO copies (Value of any one PO shall not be of less than Rs. 5000 for calculation of total PO value of atleast Rs 10,000.)

- 3) Bidder to confirm to supply the item covered in Drawing number – **DSPPG-0124555** for the given make and model as mentioned in the enquiry. Bidder shall clearly specify the details of offered item in their offer.

Prepared by

अंजनी कुमार

Anjani Kumar  
Mgr / CIE

Approved by

सास्वती 7/2/25

Saswati Srivastava  
AGM/ CIE

## DRAWING NO- DSPPG-0124555

**Allgemeine Anforderungen / GENERAL REQUIREMENTS:**

Spannung:	24 V GS
VOLTAGE:	24 V DC
Spannungstoleranz:	min. +10 / -15%
VOLTAGE TOLERANCE:	min. +10 / -15%
Schutzart:	min. IP65 / NEMA 4
ENCLOSURE RATING:	min. IP65 / NEMA 4
Elektr. Anschluss:	mit Klemmkasten
ELECTRICAL CONNECTION:	VIA TERMINAL BOX
Temperaturbereich:	+5°C bis +70°C (+41°F bis +158°F)
TEMPERATURE RANGE:	+5°C to +70°C (+41°F to +158°F)

**Magnetventil / SOLENOID VALVE:**

Relative Einschaltdauer:	100%
ENERGIZED TIME:	CONSTANT RATED
Spulen-Isolationsklasse:	F
COIL ISOLATION CLASS:	F
Nennstrom	≤ 1 A
NOMINAL CURRENT	≤ 1 A

**Stellungsgeber / POSITION TRANSMITTER:**

Typ:	induktiv
TYPE:	INDUCTIVE
Schaltelementfunktion:	PNP Schließer
SWITCHING ELEMENT FUNCTION:	PNP NORMAL OPEN
Anschluss:	3-polig
CONNECTION:	3-POLE
Schirmung:	nicht erforderlich, aber verdrahtet wenn vorhanden
SHIELD:	NOT REQUIRED, BUT WIRED IF AVAILABLE

**Klemmkasten / TERMINAL BOX:**

Klemmkasten:	siehe Allgemeine Anforderungen
TERMINAL BOX:	SEE GENERAL REQUIREMENTS

Alles Equipment ist gemäß Anschlussplan auf dem Klemmkasten zu verkabeln  
 ALL EQUIPMENT TO BE WIRED ON THE TERMINAL BOX ACC. TO WIRING DIAGRAM

Reg. No:	DCC:	UNID:
Project Code:		
Content Code:		
A	2010-02-19	First issue
Rev.	Date	Description of Change

**CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

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To,

Manager (PPX-BOI)  
BHEL, HEEP Ranipur Haridwar

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No: .....

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of the bidder)

Date:

Place:



**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19<sup>TH</sup>  
JULY, 2024 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

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To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 4<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) Tender Enquiry Specification No: .....  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (*specify the name of the organization here*) has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Thanking you,  
Yours faithfully,

(Signature, Date & Seal of  
Authorized Signatory of the Bidder)

\*\* - *Strike out whichever is not applicable.*