

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-05-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-05-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	10110009-heep, Haridwar
कुल मात्रा/Total Quantity	6
वस्तु श्रेणी /Item Category	Y-STRAINER (DN 80) AS PER DRG. NO. 31611770130
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	"DN 80, Y-STRAINER FOR HOGGING PUMP AS PER DRG. NO. 31611770130"
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Y Strainer</li> </ul>
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>45</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

#### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

#### **Y-STRAINER (DN 80) AS PER DRG. NO. 31611770130 ( 6 pieces )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

DrawingDocument1	<a href="#">View</a>
DrawingDocument2	<a href="#">View</a>

**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /In number of days from contract start days)		
			मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
1	Patratu	829119,GENERAL MANAGER(PROJ.),PATRATU STPP(3X800 MW), PATRATU VIDYUT UTPADAN NIGAM LTD. P.O.-PTPS, DIST-RAMGARH,JHARKHAND-829119 , 829119	6	0	75

**Buyer added Bid Specific Additional Scope of Work**

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	PQR <a href="#">View</a>	PQR	Y-STRAINER (DN 80) AS PER DRG. NO. 31611770130(6)
2	Quality plan <a href="#">View</a>	QP	Y-STRAINER (DN 80) AS PER DRG. NO. 31611770130(6)

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
3	Drawing <a href="#">View</a>	Drawing	Y-STRAINER (DN 80) AS PER DRG. NO. 31611770130(6)
4	ATC <a href="#">View</a>	ATC	Y-STRAINER (DN 80) AS PER DRG. NO. 31611770130(6)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

E-bids on GeM portal are invited from bidders for the supply of **Y-STRAINER, DN 80** for **Patratu Projects** as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Project Name	Qty	Date for Supply Completion
1	Material Code WX9777161506  Y-STRAINER FOR HOGGING PUMP AS PER DRG. NO. 3161177013, REV:00, DN-80	Patratu TPS	6 SET	75 days from PO

### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The**

**Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

**Buyer Specific Special Terms and conditions**  
**Item Name: Y-STRAINER, AS PER DRG. NO. 31611770130, DN 80**  
**Project: Patratu**

**1. Scope of Enquiry**

E-bids on GeM portal are invited from bidders for the supply of **Y-STRAINER, DN 80** for **Patratu** Projects as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Project Name	Qty	Date for Supply Completion
1	Material Code WX9777161506  Y-STRAINER FOR HOGGING PUMP AS PER DRG. NO. 3161177013, REV:00, DN-80	Patratu TPS	6 SET	75 days from PO

**2. EARNEST MONEY DEPOSIT (EMD): NIL**

**Annexure A: Buyers Specific Additional Terms & Conditions in addition to GTC**

Sl. NO.	Terms	Description	Your confirmation
1.	<b>Confirmation to compliance of GTC on GeM</b>	General terms and conditions on <b>GeM 4.0 (Version 1.29 dated 25.03.2026)</b> or subsequent rules/policies issued by GeM shall be applicable. <b>Please confirm.</b>	
2.	<b>Public Procurement (Preference to Make in India)</b>	Not Applicable	
3.	<b>Pre-Qualification Requirements (PQR)</b>	Please note that procurement shall be done only from the vendors who full-fill the PQR requirement and accepted by our engineering. Bidders are required to fill the required data along with supporting document for BHEL review and approval. Offers of only those vendors will be considered who qualify the PQR before opening of price-bids.	
4.	<b>Special Instruction of Technical requirement</b>	1 SET SHALL INCLUDE ONE (1) NO. Y-TYPE STRAINER AS PER DETAILS GIVEN AT DRG. 31611770130.  ALL Y-STRAINERS SHALL INCLUDE MATCHING COMPANION FLANGES ALONG WITH THE NECESSARY SET OF FASTENERS (STUDS/NUTS) AND GASKETS FOR INSTALLTION.  BIDDER TO SUBMIT ENDORSED DRAWINGS AS TOKEN OF DRAWING ACCEPTANCE.	
5.	<b>Quality Requirements</b>	<ul style="list-style-type: none"> <li>➤ Bidders to submit endorse copy of SQP: QA/BE/QP/002/Y STRAINER, Rev-00 Dt. 09.05.2026.</li> <li>➤ Bidders to confirm that inspection shall be by done by BHEL/ BHEL Nominated inspection agency (M/s QUEST) as per finally BHEL approved QP.</li> <li>➤ BHEL approved QP shall be followed in totality. BHEL can modify / changes in above QP during QP approval.</li> <li>➤ Please note that BHEL will pay directly to BHEL's nominated TPI.</li> </ul>	
6.	<b>Evaluation criteria</b>	Evaluation will be done on the basis of total landed cost to BHEL with cost involved for delivery up to Patratu project site (considering material cost, taxes & duties, Freight etc.	
7.	<b>Price basis, Evaluation Currency, Firm prices &amp; Transit Insurance</b>	Prices should be quoted on door delivery basis up to Patratu site basis i.e. including freight, packing & forwarding charges, GST etc.  <b>The evaluation currency for this tender shall be INR.</b>  Price will remain firm and fixed during entire execution of tender/supply.	

		Transit insurance shall be arranged by BHEL and not to be included in the prices.									
8.	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.									
9.	BID to RA	Applicable as per GeM NIT									
10	Payment Terms	<p>The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) as per the below details:</p> <table border="1"> <thead> <tr> <th>Type of Bidder</th> <th>Payment Terms (Number of Days) from MRC</th> </tr> </thead> <tbody> <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> </tbody> </table> <p>Subject to submission of non-discrepant documents. MSE benefits shall be as per GeM/ GeM NIT.</p>	Type of Bidder	Payment Terms (Number of Days) from MRC	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
Type of Bidder	Payment Terms (Number of Days) from MRC										
Micro & Small Enterprises (MSEs)	45 days										
Medium Enterprises	60 days										
Non MSME	90 days										
11	Document submission for approval from BHEL	Drawings/Data sheets, Quality Plan etc. as called for in the specifications shall be submitted for approval to BHEL for Customer/BHEL approval within 7 days of purchase order. Approved documents/QP are to be followed by the supplier without any price implication. Any delay in delivery on account of late submission of drawings/data sheets/QAP/documents shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 7 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis.									
12	Manufacturing clearance	In case of ordering, vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. No manufacturing is to be started without getting clearance from BHEL. Kindly confirm.									
13	Manufacturing cum Delivery Period	<p>Kindly quote your minimum <b>delivery period in no. of weeks. (time taken including manufacturing + Joint inspection + 07 days for MDCC issuance and up to Dispatch)</b></p> <p>From the date of manufacturing clearance.....</p> <p>Early delivery will be accepted as per BHEL site requirement.</p>									
14	MDCC clause	<p>Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL/ Customer. All test certificates 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 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>In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.</p> <p>Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.</p>									
15	Guarantee	<p>Kindly confirm that all equipment shall be guaranteed for trouble free &amp; satisfactory operation for minimum period of 18 months from the date of delivery or 12 months from date of commissioning, whichever is earlier.</p> <p>Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.</p>									
16	Liquidated Damages	If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original or revised delivery period(s) specified in the contract, the Buyer shall be entitled to recover Liquidated Damages for the delay, unless such delay is									

		<p>attributable to Force Majeure conditions as defined herein. The Liquidated Damages shall be levied at the rate of 0.5% of the total contract value per week or part thereof of delay, subject to a maximum of 10% of the total contract value. Such recovery shall be made without any dispute or contestation of any nature whatsoever.</p> <p>The date of dispatch mentioned on LR/GR would be treated as the date of delivery for penalty purposes.</p>	
17	<b>Packing Instructions</b>	<ul style="list-style-type: none"> <li>➤ Vendor to ensure proper and sturdy packing suitable for handling during transportation up to site in healthy condition.</li> <li>➤ Vendor to submit packing list (box-wise) for BHEL review before dispatch.</li> </ul>	
18	<b>Settlement of Dispute, CONCILIATION &amp; ARBITRATION:</b>	<p><b>Settlement of Dispute</b> 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> Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com). Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p> <p><b>ARBITRATION:</b> 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 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. Subject to the above, the provisions of Arbitration &amp; Conciliation Act 1996 and any amendment thereof</p>	

		<p>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>	
19	<p><b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b></p>	<p>The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</li> <li>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li> <li>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</li> <li>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.</li> <li>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol> <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> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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:</li> <li>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.</li> <li>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:</li> </ol>	

		<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>													
20	<p><b>Suspension of Business Dealings with Suppliers / Contractors:</b></p>	<p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>													
21	<p><b>CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS</b></p>	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal, .</li> </ol> <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>													
22	<p><b>MICRO AND SMALL ENTERPRISES (MSE):</b></p>	<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 border="1" data-bbox="492 1549 1323 1696"> <thead> <tr> <th>Type under MSE</th> <th>SC/ST owned</th> <th>Women owned</th> <th>Others (excluding SC/ ST &amp; Women Owned)</th> </tr> </thead> <tbody> <tr> <td>Micro</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Small</td> <td></td> <td></td> <td></td> </tr> </tbody> </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</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															

		benefits.	
23	<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.	
24	<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.</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>	
25	<b>Cartel Formation</b>	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.	
26	<b>Fraud Prevention Policy:</b>	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.	
27	<b>Order of Precedence:</b>	In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: <ul style="list-style-type: none"> <li>a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</li> <li>b. Buyer Added Bid Specific ATC</li> <li>c. GeM Bid Technical Conditions of Contract (TCC)</li> <li>d. GeM GTC</li> </ul>	
28	<b>Contact details</b>	<p>Please provide 2 Nos of contact details (email id and contact no.) for clarifications.</p> <p>1.....</p> <p>2.....</p>	

**Note: Please fill your acceptance/ comments in confirmation column. Blank column shall be considered as accepted by bidder without any deviation.**

**CHECK LIST**

**NOTE:** - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

<b>A</b>	<b>Name and Address of the Supplier</b>		
<b>B</b>	<b>GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)</b>		
<b>C</b>	<b>Details of Contact person for this Tender</b>	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
<b>D</b>	<b>EMD DETAILS</b>		
<b>E</b>	<b>DESCRIPTION</b>	<b>APPLICABILITY (BY BHEL)</b>	<b>ENCLOSE BY BIDDER</b>
i.	Whether <b>Pre - Qualification Criteria</b> is understood and provided proper supporting documents.	Applicable/ <del>Not Applicable</del>	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood	Applicable/ <del>Not Applicable</del>	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable/ Not Applicable	YES / NO
iv.	Copy of PAN Card & GST registration	Applicable/ <del>Not Applicable</del>	YES / NO
v.	Submission of <b>MSE certificate</b> as specified in Tender	Applicable/ <del>Not Applicable</del>	YES / NO
vi.	<b>Offer forwarding letter</b> / tender submission letter as per Annexure – 2	Applicable/ <del>Not Applicable</del>	YES / NO
vii.	Submission of <b>Certificate of No Deviation</b> as per Annexure – 3	Applicable/ <del>Not Applicable</del>	YES / NO
viii.	Declaration regarding <b>Insolvency/ Liquidation/Bankruptcy Proceedings</b> as per Annexure – 4	Applicable/ <del>Not Applicable</del>	YES / NO
ix.	Declaration by <b>Authorized Signatory</b> as per Annexure – 5	Applicable/ <del>Not Applicable</del>	YES / NO
x.	Declaration by <b>Authorized Signatory</b> regarding <b>Authenticity</b> of submitted Documents Annexure – 6	Applicable/ <del>Not Applicable</del>	YES / NO

xi.	Submission of <b>Non-Disclosure Certificate</b> as per Annexure – 7	Applicable/ <del>Not</del> Applicable	YES / NO
xii.	Submission of <b>Integrity Pact</b> as specified in Tender as per Annexure – 8	Applicable/ <del>Not</del> Applicable	YES / NO
xiii.	Declaration <b>confirming knowledge about Site Conditions</b> as per Annexure – 9	Applicable/ <del>Not</del> Applicable	YES / NO
xiv.	Declaration reg. <b>Related Firms &amp; their areas of Activities</b> as per Annexure – 10	Applicable/ <del>Not</del> Applicable	YES / NO
xv.	Declaration for <b>relation in BHEL</b> as per Annexure – 11	Applicable/ <del>Not</del> Applicable	YES / NO
xvi.	Declaration reg. <b>minimum local content</b> in line with revised public procurement as per Annexure – 12	Applicable/ <del>Not</del> Applicable	YES / NO
xvii.	Declaration regarding <b>compliance to Restrictions under Rule 144 (xi) of GFR 2017</b> as per Annexure – 13	Applicable/ <del>Not</del> Applicable	YES / NO
xviii.	<b>Bank Account Details</b> for E-Payment as per Annexure – 14	Applicable/ <del>Not</del> Applicable	YES / NO
xix.	<b>Power of Attorney</b> for submission of tender as per Annexure – 15	Applicable/ <del>Not</del> Applicable	YES / NO
xx.	<b>Proforma of Bank Guarantee for Earnest Money</b> as per Annexure – 16	Applicable/ <del>Not</del> Applicable	YES / NO
xxi.	<b>Proforma of Bank Guarantee for Performance Security</b> as per Annexure – 17	Applicable/ <del>Not</del> Applicable	YES / NO
xxii.	<b>List of Consortium Bank</b> as per Annexure – 18	Applicable/ <del>Not</del> Applicable	YES / NO
xxiii.	<b>Declaration for treatment of cases regarding conflict of interest</b> as per Annexure – 19	Applicable/ <del>Not</del> Applicable	YES / NO

**NOTE:** Strike off ‘YES’ or ‘NO’, as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

**DATE:**

**Sign. of the AUTHORISED  
SIGNATORY  
(With Name, Designation and Company seal)**

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----  
Offer Reference No: .....  
.....

Date:

To,

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

Dear Sir,

Sub: Submission of Offer against Tender Enquiry No: .....

Having examined the tender documents against your Tender Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with \_\_\_\_\_ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

**Authorized Representative of Bidder**

Signature:

Name:

Address:

Place:

Date:

**CERTIFICATE OF NO DEVIATION**

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

-----

To,

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

Dear Sir,

**Subject: No Deviation Certificate**

Ref: 1) Tender Enquiry 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 Tender Enquiry.

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:

**UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

To,

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

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** Tender Enquiry Specification No:

I/We,

\_\_\_\_\_ declare that,

I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

**Sign. of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)**

Place:

Date:

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

----- To,

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

Dear Sir,

Sub: **Declaration by Authorised Signatory**

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

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my Company/Firm for the above-mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

-----  
To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) Tender Enquiry No. & Date: .....

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

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

**Date:**

**ANNEXURE – 10**

**DECLARATION**

Date:

\_\_\_\_\_ To,

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

Dear Sir/ Madam,

**Sub: Details of related firms and their area of activities**

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

***Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.***

Regards,

( \_\_\_\_\_ )

From: M/s

\_\_\_\_\_ Supplier Code:

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

----- To,

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

Dear Sir,

**Sub:** Declaration for relation in BHEL

**Ref:** 1) Tender Enquiry Specification No: .....

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/ Director(s) employed in BHEL

**Tick (√) any one as applicable:**

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i

.

i

i

.

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

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

**Declaration for treatment of cases regarding conflict of interest**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----  
To,

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

Dear Sir,

Sub: Declaration for treatment of cases regarding conflict of interest

Ref: Tender Reference No: .....

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i. If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii. Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.**

(Signature of the authorized signatory of the bidder)



## Pre-Qualification Requirement for Y-Strainer

### Pre-Qualification Requirement for Y-Strainer for Indent No. 20260215

(For Material Codes: WX9777161506)

#### Description

The strainer shall be designed for removal of foreign particles from pipelines to protect downstream equipment.

#### Qualification Criteria

Only the vendors meeting the below mentioned criteria shall be considered for further evaluation. Vendor to state their response as per Format below:

Sr. No.	PRE-QUALIFICATION REQUIREMENTS	VENDOR RESPONSE																					
1	Vendor should have the status of either as manufacturer or the Authorised dealer of an OEM for Y-Strainers.	YES/NO Tick suitable option: • Manufacturer • Authorised Dealer																					
2	Vendor must have experience of supply of Y-Strainer meeting the minimum technical parameters listed in Table – 1 below and shall have capability of manufacturing, inspection & testing at their works.  <b>Table-1</b> <table border="1"><thead><tr><th>S. No.</th><th>Parameter</th><th>Value</th></tr></thead><tbody><tr><td>1</td><td>Strainer type</td><td>Y-Strainer</td></tr><tr><td>2</td><td>End Connection type</td><td>Flanged/ Threaded/ Welded</td></tr><tr><td>3</td><td>Size</td><td>1" or above.</td></tr><tr><td>4</td><td>Body Material</td><td>Carbon Steel/ SS or equivalent grade</td></tr><tr><td>5</td><td>Rating</td><td>Class 150 or above</td></tr><tr><td>6</td><td>Working medium</td><td>Water/Steam/Condensate/Air</td></tr></tbody></table>	S. No.	Parameter	Value	1	Strainer type	Y-Strainer	2	End Connection type	Flanged/ Threaded/ Welded	3	Size	1" or above.	4	Body Material	Carbon Steel/ SS or equivalent grade	5	Rating	Class 150 or above	6	Working medium	Water/Steam/Condensate/Air	YES / NO
S. No.	Parameter	Value																					
1	Strainer type	Y-Strainer																					
2	End Connection type	Flanged/ Threaded/ Welded																					
3	Size	1" or above.																					
4	Body Material	Carbon Steel/ SS or equivalent grade																					
5	Rating	Class 150 or above																					
6	Working medium	Water/Steam/Condensate/Air																					
3	(I) Supplier to submit proof of manufacturer by submitting any of following documents i.e., ISO Certificate or Factory license or NSIC Certificate or any other relevant certificate/document issued by government authority. (II) In case of non-manufacturer, vendor to provide a valid authorisation certificate from their principal OEM.	Document Enclosed: YES / NO Tick suitable option: • 3(I) • 3(II)																					

*D.S. Mittal*



**Pre-Qualification Requirement for Y-Strainer**

4	<p>Supplier should have experience of manufacturing &amp; supply of fully finished Y-Strainers for industrial applications. Supplier must have supplied at least two (2) nos. of purchase orders of Y-Strainers in last 7 years from the date of issuance of enquiry. In support of the above specified experience requirement, supplier to furnish details of purchase order (fulfilling requirements as mentioned at Sl. No.2 of PQR) in the format given in Table-2 below:</p>							
<b>Table-2</b>								
<b>Sl. No.</b>	<b>Item Details</b>	<b>Design pressure</b>	<b>Size</b>	<b>End connection type</b>	<b>Working medium</b>	<b>Name, Address, Email &amp; Contact Details of customer</b>	<b>P.O. Number &amp; Date</b>	
01								
02								
5	<p>Vendor has to submit documentary evidence in support of above experience:</p> <p>I. Unpriced Purchase Order Copies (as per above details) .....</p> <p>II. Dispatch documents of any one supply.....</p> <p>III. Test certificates pertaining to any one supply. The correlation of dispatch documents and test certificates with purchase orders referred in support of experience has to be ensured by the supplier.....</p> <p>IV. Applicable Standard/International Standard for Y-Strainers supplied to Customer for BHEL reference only, if any.....</p>							<p>Format Filled: <b>YES / NO</b></p> <p>Document Enclosed: <b>YES / NO</b> <b>YES / NO</b></p> <p><b>YES / NO</b></p> <p><b>YES / NO</b></p>
6	<p><b>Testing Facilities:</b> Supplier must have in-house testing facilities as per the requirement of enquiry specification. In case of outsourcing of tests, supplier to carry out tests at NABL accredited labs only. Supplier to confirm.</p>							<b>YES / NO</b>

**General Notes:**

- a. Against vendor's reply, BHEL reserves the right to verify /ask additional information / documents / clarifications. In case any information is found to be false / incorrect, BHEL reserves the right to reject vendor's offer.
- b. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarification as mentioned above or vendor doesn't meet the acceptance criteria (mentioned above from Sr. No. 1 to 6).
- c. All the documents and correspondences shall be accepted in English language only.
- d. BHEL team may visit Vendor works to assess vendor's manufacturing and testing facilities, if required.

<b>Prepared By</b>	<b>Checked By</b>	<b>Approved By</b>
 28-04-2026		28/04/2026
Lokesh Singh Pangtey (Sr. Manager)	Shiva Kant (Sr. Manager)	Alok Kumar Singh (AGM)

31611770130  
AIBaklp  
saM#yaa/DRAWING NO.

## Y-TYPE STRAINER (MATERIAL CODE: WX9777161506)

### 1. GENERAL DESCRIPTION

THE STRAINER SHALL BE A "Y" TYPE CONFIGURATION WITH A CAST BODY, DESIGNED FOR REMOVAL OF FOREIGN PARTICLES FROM PIPELINES TO PROTECT DOWNSTREAM EQUIPMENT. THE DESIGN SHALL FACILITATE EASY CLEANING OF THE STRAINER ELEMENT WITHOUT REMOVING THE UNIT FROM THE PIPING SYSTEM.

### 2. DESIGN & OPERATING PARAMETERS

- **DESIGN STANDARD:** GENERALLY CONFORMING TO ASME B16.34
- **DESIGN PRESSURE:** 10 BAR
- **HYDROSTATIC TEST PRESSURE:** 30 KG/CM<sup>2</sup>
- **DESIGN TEMPERATURE:** 60°C
- **END CONNECTIONS:** 80 NB (3") FLANGED, CLASS 150 PER ASME B16.5 (RAISED FACE)
- **FACE-TO-FACE DIMENSION:** AS PER ASME B16.10 OR MANUFACTURER'S STANDARD (TOLERANCE: +/- 2 MM)

3.

MATERIAL OF CONSTRUCTION		
SL. NO.	COMPONENT	MATERIAL SPECIFICATION
1	BODY	ASTM A216 Gr. WCB
2	COVER	ASTM A216 Gr. WCB
3	ELEMENT (SCREEN)	SS304 (40 Mesh) backed by Perforated Sheet
4	GASKET	SS304 + Graphite (Spiral Wound)
5	DRAIN PLUG	Mild Steel (M.S.), 3/4" BSP
6	STUDS & NUTS	ASTM A193 Gr. B7 / A194 Gr. 2H

### 4. TECHNICAL REQUIREMENTS

- **FILTRATION ELEMENT:** THE STRAINER ELEMENT SHALL BE FABRICATED FROM SS304 AND MUST FEATURE A **40-MESH** LINING FOR FINE FILTRATION.
- **FLANGE DETAILS:** AS PER ASME B 16.5
- **COMPANION FLANGES:** THE SUPPLY SHALL INCLUDE MATCHING COMPANION FLANGES, ALONG WITH THE NECESSARY SET OF FASTENERS (STUDS/NUTS) AND GASKETS FOR INSTALLATION.
- **DRAINAGE:** A 3/4" BSP DRAIN PLUG SHALL BE PROVIDED ON THE COVER FOR CLEANING AND BLOW-OFF PURPOSES.

### 5. TESTING AND DOCUMENTATION

- **INSPECTION:** PHYSICAL DIMENSIONS MUST BE VERIFIED AGAINST THE APPROVED GENERAL ARRANGEMENT DRAWING.
- **HYDRO-TEST:** EACH UNIT MUST UNDERGO A HYDROSTATIC PRESSURE TEST AT 30 KG/CM<sup>2</sup> TO ENSURE PRESSURE BOUNDARY INTEGRITY.
- **CERTIFICATION:** MANUFACTURER SHALL PROVIDE MATERIAL TEST CERTIFICATES (MTC)
- **AND A CERTIFICATE OF COMPLIANCE FOR THE FILTRATION MESH AND GASKETS.**

6. ONE SET OF MATERIAL CODE WX9777161506 INCLUDES ONE NO. Y-STRAINER AS PER DETAILS GIVEN ABOVE FROM SL. NO. 1 TO 5 OF DRG. NO. 31611770130.

]Paad ka p'kar yaa ga'ahkApiryaaojanaa ka naama TYPE OF PRODUCT OR NAME OF		800 MW PATRATU			
CUSTOMER/PROJECT Bhart Hoval [laoi@T/klSa ilaimaToD, ranalpur, hirWar BHARAT HEAVY ELECTRICALS LIMITED,		naama/NAME LOKESH	hstaxar/SIGN Sd	idnaMak/DATE 22/04/26	vairenT saM#yaa No. of Var.
RANIPUR, HARDWAR Andapat/SCALE		naama/NAME SHIVA KANT	hstaxar/SIGN Sd	idnaMak/DATE 22/04/26	
ivaBaaga DEPTT. HXE	Boar ik'ga'a° WEIGHT (KG)	Asaombalal AiBaklp ka saMdBa- REFER TO ASSLY. DRG.		naga EmaaMk ITEM NO.	nagaMo kl saM#yaa NO. OF ITEMS
kaod\ CODE		SaM#yaa/DRAWING NO. 31611770130		REV 00	
saM#yaa INVENTORY NO.	SalYa-k/TITLE DN80, Y-STRAINER FOR HOGGING PUMP	kaD-AiBaklp CARD CODE	7	22 23 24	
saM#yaa INVENTORY NO.		prYz saM#yaa/Sheets No. 1	prYzaoM kl saM#yaa/No. of Sheets	1	

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 INTEREST OF THE COMPANY.

saM#yaa/DRAWING NO. 31611770130  
 AIBaklp  
 saM#yaa/DRAWING NO.

saM#yaa  
 REFERENCE DRG. NO.


idnaMak/SIGN &  
 DATE

saM#yaa  
 INVENTORY NO.

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN											
BHEL	VENDOR'S NAME	ITEM	DIRT CATCHER		QP NO.	QA/BE/QP/002/Y-STRAINER								
				DATED & REV	09.05.2026 00									
		DRG. NO.	AS PER PO											
		SPEC.	ST 46003											
	REV	10		Page 1 of 1										
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS		
1	2	3	4	5	6	7	8	9	D	M	B	N	10	11

1.0 RAW MATERIAL													
1.1	BODY	CHEMICAL ANALYSIS	MAJOR	CHEMICAL	1/HEAT	BHEL APPD DWG/ BHEL APPD DATASHEET	BHEL APPD DWG/ BHEL APPD DATASHEET	TC	✓	P	V		
1.2	MESH	SIZE	MAJOR	MEASUREMENT	100%	BHEL APPD DWG/ BHEL APPD DATASHEET	BHEL APPD DWG/ BHEL APPD DATASHEET	IR	✓	P	V		FROM RECOGNIZED TEST HOUSE
		CHEMICAL ANALYSIS	MAJOR	CHEMICAL	1/HEAT	BHEL APPD DWG/ BHEL APPD DATASHEET	BHEL APPD DWG/ BHEL APPD DATASHEET	TC	✓	P	V		
2.0 IN- PROCESS INSPECTION													
2.1	FLANGES (MACHINING)	DIMENSION	MAJOR	MEASUREMENT	100%	BHEL APPD DWG/ BHEL APPD DATASHEET	BHEL APPD DWG/ BHEL APPD DATASHEET	IR	✓	P	W		
		SURFACE FINISH	MAJOR	VISUAL	100%	BHEL APPD DWG/ BHEL APPD DATASHEET	BHEL APPD DWG/ BHEL APPD DATASHEET	IR	✓	P	W		
3.0 FINAL INSPECTION													
3.1	ASSEMBLY	HYDRAULIC TEST	MAJOR	HYDRAULIC	100%	BHEL APPD DWG/ BHEL APPD DATASHEET	NO LEAKAGE	TC	✓	P	W		
3.2		OVERALL DIMENSIONS	MAJOR	MEASUREMENT	100%	BHEL APPD DWG/ BHEL APPD DATASHEET	BHEL APPD DWG/ BHEL APPD DATASHEET	IR	✓	P	W		
3.3	PAINT, PRESERVATION AND PACKING	-	MAJOR	VISUAL	100%	BHEL SPEC	BHEL SPEC	-	✓	P	V		

Note1:All instruments to be used for testing/ inspection shall have valid 'calibration certificates' to be verified by agencies, manufacturer and the contractor. Note2:All pages of the inspection documents shall be numbered in chronology with the QAP clauses, duly mentioning the corresponding QAP clause no. at the top of each page.Note3:One 'index' page containing the document descriptions, their page no's & QAP cl no. shall be attached upfront the inspection documents.Note4:Painting can be done only after inspection clearance, as per customer's approved paint specification / schedule (if mentioned), Note5:For any spares item, apart from 'visual inspection' the 'interchangeability fitment certificate' or 'material TC' are to be submitted, with specific mentioning of the 'part no/ item no of the approved GA/ x-sec drg."

		LEGEND: RECORDS IDENTIFIED WITH '✓' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
MANUFACTURER/ SUBCONTRACTOR	I B Kumar Mgr, QAX, BHEL			APPROVED BY